

Suffolk County Sheriff's Department



Request for Response (RFR)

Document Title: Comprehensive Health Services to Suffolk County Sheriff's Department (SCSD) Incarcerated Individuals

COMMBUYS BID#: BD-23-1098-HOC-SDS02-80172

November 1, 2022

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1. RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1. Procurement Scope and Description

The Sheriff County Sheriff's Department (SCSD) is soliciting Bidders for a comprehensive health care delivery system at two (2) SCSD correctional facilities.

Bidders shall carefully examine the entire RFR and any addenda thereto, and all related materials and data referenced in the RFR or otherwise available, and shall become fully aware of the nature and conditions to be encountered in performing the services.

All material related to this solicitation will be posted on COMMBUYS – the Commonwealth of Massachusetts solicitation website (www.commbuys.com). All addenda, answers to questions and any required forms will be posted on COMMBUYS.

Bidders are advised to read all sections of this RR (the most recent version on COMMBUYS.com prior to the Deadline) prior to submitting a proposal. It is the responsibility of the Bidders to check COMMBUYS regularly for any updates.

See Bid: **BD-23-1098-HOC-SDS02-80172**

1.2. Background Information

Suffolk County House of Correction (HOC) located at 20 Bradston Street, Boston MA 02118 is a coed facility that houses male and female pretrial and sentenced patients. On the HOC campus, there are a total of eight (8) buildings, five (5) of which house incarcerated individuals.

Suffolk County Jail (SCJ) located at 200 Nashua Street, Boston, MA 02114 is a male pretrial facility housing primarily pretrial patients. The SCJ is one, stand-alone building comprised of 7 (seven) floors.

Individuals may be sentenced to a House of Correction for up to two and a half (2.5) years per charge. The Department's average length of stay for sentenced individuals is approximately four (4) to six (6) months. The average length of stay for pretrial detainee population is approximately forty-five (45) days for female patients and sixty-nine (69) days for male patients. Should SCSD enter into agreement(s) with outside, local law enforcement agencies to take custody of pre-arraigned arrestees and/or open a centralized holding facility (lock up), this population may be housed at either or both facilities. This population would be in custody until bail can be posted or they are arraigned.

Following the COVID-19 pandemic, the average daily population (ADP) has been slowly increasing. The Department's annual ADP for 2020, 2021 and 2022 from January through September are below.

	<u>HOC Male</u>	<u>HOC Female</u>	<u>HOC Total</u>	<u>SCJ</u>	<u>SCSD ADP</u>
2020	417	174	591	459	1050
2021	395	170	565	452	1017
2022	535	200	735	470	1205

1.3. Applicable Procurement Law

The Contract shall be governed by the laws of the Commonwealth of Massachusetts.

1.4. Number of Awards

The target maximum number of Contractors is one (1). This is a target number; the SCSD may award more or fewer Contracts if it is in the best interests of the SCSD to do so.

1.5. Adding Contractors after Initial Contract Award

If, over the life of the Contract, the SCSD determines that additional Contractors should be added, these may first be drawn from qualified companies that responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the SCSD, the Bid may be reopened to obtain additional Quotes.

1.6. Acquisition Method(s)

The acquisition method to acquire the following services from this Bid is **Outright Purchase**.

1.7. Contract Duration

The expected duration of this Contract is as follows:

CONTRACT DURATION	NUMBER OF OPTIONS	NUMBER OF YEARS/MONTHS
Initial Duration		2 Years and 18 days
Renewal Options	Two (2) additional 2-year terms	Potentially 4 years
Total Maximum Contract Duration		Potentially 6 years and 18 days

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

2. ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Bid Release Date (Posted on COMMBUYS)	Tuesday, November 1, 2022
Deadline to Schedule for Mandatory Tour	Wednesday, December 7, 2022 by 1:00 PM Contact Karen McDevitt Contract Administrator Email: kmcdevitt@scsdma.org Prospective Bidders must book their attendance before above date so that security clearance for all employees in attendance will be completed in time. Prospective Bidders may not charge SCSD for having attended the tour.
Mandatory Tours at: Suffolk County Sheriff's Department House of Correction 20 Bradston Street Boston, MA 02118 AND Suffolk County Jail 200 Nashua Street Boston, MA 02114	Tuesday, December 13, 2022
Deadline for Bid Q&A	Tuesday, January 3, 2023 by 1:00 PM And Tuesday, January 17, 2023 by 1:00 PM
Official Answers for Bid Q&A published (Estimated)	Tuesday, January 10, 2023 And Tuesday, January 24, 2023
Deadline for Submission ("Bid Opening Date/Time" in COMMBUYS)	Wednesday, February 15, 2023 If the Awarding Authority receives a proposal after the deadline, then the proposal shall be deemed

	non-responsive and will be returned to the Bidder without consideration, even if the proposal was received late due to the United States Postal Service or an independent delivery service. If, at the time of the scheduled RFR deadline, the Awarding Authority is closed to the public due to uncontrolled events including fire, snow, or ice or other security matters, the RFR will be postponed until 1:00 p.m. on the next normal business day.
Oral Presentations (if deemed necessary) Suffolk County Sheriff's Department House of Correction 20 Bradston Street Boston, MA 02218	Week of February 20, 2023
Notification of Apparent Successful Bidder(s) (Estimated)	Week of March 6, 2023
Negotiations (Estimated)	Week of March 13, 2023
Transition Plan	Friday, March 24, 2023
Contract Start Date	Sunday, June 11, 2023
Contract End Date	Sunday, June 29, 2025
Renewal Options	Extend the term of the Contract for (2) two additional 2-year terms

Times are Eastern Standard/Daylight Savings (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, for Procurement Calendar updates.

2.1. Mandatory Tour

All Bidders are required to attend a mandatory tour of all Service Locations on Tuesday, December 13, 2022.

All Bidders must contact Karen McDevitt, Contract Administrator in order to book their attendance and to seek security clearance for all employees that will attend the tour.

Bidders must contact Karen McDevitt (kmcdevitt@scsdma.org) no later than Wednesday, December 7, 2022 by 1:00PM in order to have time to conduct a visitor background-check.

2.2. Bid Q&A

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers from SCSD regarding this Bid.

All questions as to the interpretation of the Request for Proposals shall be submitted in writing to:

Karen McDevitt
Contract Administrator
Suffolk County Sheriff’s Department
20 Bradston Street
Boston, Massachusetts
Email: kmcdevitt@scsdma.org

SCSD will have two rounds of Bid Q&A.

	Deadline for Bid Q & A	Official Answers Published (Estimated)
1 st Round	Tuesday, January 3, 2023 by 1:00 PM	Tuesday, January 10, 2023
2 nd Round	Tuesday, January 17 by 1:00 PM	Tuesday, January 24, 2023

No questions will be answered unless received by Karen McDevitt on or before 1:00pm on Tuesday, January 17, 2023 (1st round) and Tuesday, January 24, 2023 (2nd round).

The Suffolk County Sheriff’s Department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions.

Bidders are responsible for entering content suitable for public viewing since all questions are accessible to the public. Bidders must not include information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder’s company or other companies. The Suffolk County Sheriff’s Department reserves the right to edit or delete submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth, the Suffolk County Sheriff’s Department, or this Bid.

2.3. Amendment Deadline

The Suffolk County Sheriff’s Department may, at any time prior to the execution of a Contract and without penalty, amend the RFR or change the RFR requirements, scope, budget, or Procurement schedule upon written notice to Bidders.

If an amendment is made after the deadline for submission of responses and before the response evaluation period has started, the Sheriff's Department shall provide notice in the same manner as stated above and allow a reasonable time for the acceptance of amended or new responses from the Bidders who submitted responses and any new responses from other Bidders.

It is each Bidder's responsibility to check COMMBUYS for amendments, addenda, or modifications to this Bid, and any Bid Q&A records related to this Bid. The Suffolk County Sheriff's Department and the Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

2.4. Oral Presentations

Top ranked Bidders may be required to make oral presentations to supplement their proposals or to allow the evaluation committee to ask questions, if requested by the SCSD.

Selected Bidders who are asked to participate in Oral Presentations will be expected to prioritize this in their schedules. The SCSD will make every effort to find a mutually convenient time for the Bidder and the SSST. However, failure to appear at the scheduled time of the presentation/demonstration may result in disqualification, reduction of points, or other action that the SCSD deems appropriate.

The presentations are planned for the Week of February 20, 2023 at the Suffolk County House of Correction.

3. DEFINITIONS

For the purpose of this Addendum and the attached Schedules, the following terms shall have the meaning set forth below:

3.1. "ACA" shall mean the American Correctional Association

3.2. "Awarding Authority" shall mean the Suffolk County Sheriff's Department

3.3. "Best Practices" shall mean a method or technique that has consistently shown results superior to those achieved with other means, and that is used as a benchmark

3.4. "Bidder" shall mean any person or entity that files a Bid in accordance with this Request for Response. Also may be referred to as a Proposer. The utilization of the term Bidder in this RFR references contractors or vendors throughout the bid process

- 3.5.** “Board of Registration in Medicine” shall mean the Massachusetts Board of Registration in Medicine of the Commonwealth of Massachusetts
- 3.6.** “Code of Massachusetts Regulations” (CMR) shall mean the Code of Massachusetts Regulations, containing regulations promulgated under Chapter 30A of the Massachusetts General Laws
- 3.7.** “Commencement Date” shall mean Sunday, June 11, 2023, Eastern Standard Time, the beginning date of this Contract
- 3.8.** “Community Standard of Care” thus the Community Standard of Care for medical, dental and mental health services shall mean the scope and quality of services, including diagnostic testing, preventive services, and after care considered appropriate, in terms of type, amount, frequency, level, setting and duration which is appropriate to the patient’s diagnosis or condition. The care must be deemed medically necessary and consistent with generally accepted practice parameters as recognized by health care providers in the same or similar general specialty who typically treat or manage the diagnosis or condition, help restore or maintain the patient’s health, prevent the deterioration or palliate the patient’s condition, prevent the reasonably likely onset of a health problem, or detect a problem. The “Community Standard” shall be interpreted in light of a jail/house of correction (HOC) environment, taking into consideration the unique nature of the delivery of health care to a patient population within a jail/HOC system, and taking into account the patients’ individual history of incarceration and present circumstances. Accordingly, services should be “Evidence Based” and should incorporate “Best Practices” utilized by health care professionals in correctional settings
- 3.9.** “Continuous Quality Improvement” (CQI) shall mean an approach to health care quality management that builds upon traditional quality assurance methods by emphasizing both the organization and its systems. Focus is placed on “processes” rather than the individual, recognizes both internal and external “consumers” and promotes the need for the collection of objective data to analyze and improve processes continuously
- 3.10.** “Contract” shall mean the complete agreement between the Suffolk County Sheriff’s Department and the Contractor which consists of the following documents in order of priority: (1) executed Commonwealth of Massachusetts Standard Form Contract, (2) the Commonwealth of Massachusetts Terms and Conditions, (3) this Request for Response and any addendum hereto, (4) the Response to the Request for Responses from the successful Bidder, and any agreed upon modifications that are reduced to writing and signed by both parties.
- 3.11.** “Contractor” shall mean the successful Bidder to whom the Contract has been awarded.
- 3.12.** “County” shall mean the Suffolk County Sheriff’s Department.

- 3.13.** “EHR” shall mean the Electronic Health Record maintained by the SCSD for each patient (Electronic Medical Record or “EMR”)
- 3.14.** “Equipment” shall mean nonconsumable items, leased or purchased, that have either (i) a fair market value of \$1,000 or great, or (ii) a useful life of one (1) year or more
- 3.15.** “Evidence-based” shall mean services that are founded upon published literature that demonstrates the efficacy of services provided in jail systems, and are capable of being audited against established standards. “Evidence-based” practices mean that (1) there is a definable outcome(s); (2) it is measurable; and (3) it is defined according to practical realities
- 3.16.** “Facilities” shall mean the institutions of the Suffolk County Sheriff’s Department (SCSD), including the House of Correction (“HOC”) and the Suffolk County Jail (“SCJ”)
- 3.17.** “Fiscal year” shall mean the Commonwealth Fiscal Year, i.e., July 1 through June 30
- 3.18.** “Full-time Equivalent” (FTE) shall mean work equivalent to the work performed by one person in forty (40) hours in one (1) week
- 3.19.** “Health Care Proxy” shall mean a document (legal instrument) with which a patient (primary individual) appoints an agent to legally make health care decisions on behalf of the patient, when he or she is incapable of making and executing the health care decisions stipulated in the proxy
- 3.20.** “Health Care Records” shall mean all health records, including paper and electronic documents, generated and maintained during the course of medical, dental, and mental health evaluation and treatment of patients
- 3.21.** “Health Service Administrator” (HSA) shall mean a person who by virtue of education, experience, or certification (e.g., BSN, MPH, MHA, FACHE, CCHP) is capable of assuming responsibility for arranging all levels of health care and ensuring quality and accessible health services for patients within the SCSD system. The contractor designated health service administrator must meet with the approval of the SCSD
- 3.22.** “House of Correction” or “HOC” shall mean the Suffolk County House of Correction located at 20 Bradston Street, Boston, Massachusetts, 02118.
- 3.23.** “Institutional Schedule” shall mean Matrix hours are to be worked during one of the following three shifts: Jail shifts: 6:45am-3:15pm, 2:45pm-11:15pm, and 10:45pm-7:15am
HOC shifts: 5:45am-2:15pm, 1:45pm-10:15pm, and 9:45pm-6:15am

- 3.24.** “Keep on Person” (KOP) shall mean a program providing for certain patients to have medication administered to them for retention in their rooms/cells, subject to the provisions of SCSD Policy & Procedure
- 3.25.** “MassHealth” shall mean the Medicaid program that provides health insurance or assistance in paying private health insurance to eligible Massachusetts residents
- 3.26.** “Matrix” shall mean the staffing tables for each Facility stating the Personnel positions, with position titles, number of FTEs, and FTE hours for each position per shift, to be provided by the Contractor
- 3.27.** “Medical Director” shall mean a physician designated by the Contractor, with the approval of the SCSD, to oversee the medical and dental components of the program
- 3.28.** “Medical Provider” shall mean a Physician, Nurse Practitioner or Physician’s Assistant
- 3.29.** “Medically Prescribed Devices” shall mean devices that are prescribed by a clinician for a patient and for which the Contractor bears the cost as provided by this RFR, including dental and other prosthetic devices, prescription eyeglasses, footwear, orthoses, orthotics, hearing assistance devices, and inmate-specific equipment, whether furnished on a permanent or on a temporary basis, whether purchased, rented or leased
- 3.30.** “Medical Assisted Treatment” (MAT) / “Medication for Opioid Use Disorder” (MOUD)
- Please see below link for complete definition and language. Knowledge of the entire act is required with an emphasis on section 98
- AN ACT FOR PREVENTION AND ACCESS TO APPROPRIATE CARE AND TREATMENT OF ADDICTION
<https://malegislature.gov/Laws/SessionLaws/Acts/2018/Chapter208>
- 3.31.** “Mental Health Director” shall mean a Qualified Mental Health Clinician designated by the Contractor to oversee the administration, management, supervision, and development of mental health programs and delivery of behavioral health services at all Facilities
- 3.32.** “NCCHC” shall mean the National Commission on Correctional Health Care
- 3.33.** “Out-of-Facility Transfer” shall mean the referral and transportation of a patient from a Facility in order for the patient to receive health care at another location. The term Out-of-Facility Transfer shall include:

- Planned and unplanned admissions to an inpatient hospital setting

- Transport to the Lemuel Shattuck Hospital, other hospitals, clinics or community specialists for outpatient specialty consultations or diagnostic procedures
- Unanticipated medical transports to hospitals, clinics or specialists
- Transport from one hospital (including emergency room) to another hospital or health care facility
- Transport from one SCSD facility to another for outpatient specialty clinic services or special medical/mental health housing
- Transports from one SCSD facility to another receive to on-site specialty clinic services (including HIV, clinic, orthopedic clinic, etc.)

3.34. “Patient” shall mean a patient or other such person that is incarcerated within the SCSD system in accordance with law.

3.35. “Personnel” shall mean Employees of the Contractor, its subcontractors or its independent contractors. All subcontractors and independent contractors of the Contractor must be approved in writing by the SCSD prior to hiring

3.36. “Program” shall mean the comprehensive program of medical, dental, and mental health services for patients

3.37. “Qualified Health Care Professional” shall mean professionals include physicians, nurse practitioners, physician assistants, advance practice RNs, nurses, dentists, mental health professionals and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for patients, and to perform each function otherwise required by this RFR

3.38. “Qualified Mental Health Professional” shall mean mental health treatment providers who are psychiatrists, psychologists, social workers, psychiatric nurse clinicians, mental health clinicians and others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for the mental health needs of patients, and to perform each function otherwise required by this RFR. Mental Health Clinicians should be trained in working with those with co-occurring disorders/comorbidities

3.39. “Responsive Bidder” shall mean those bidders that the minimum obligations under this RFR. Bidders that do not meet these standards will be deemed non-responsive and will not be considered for award of the Contract

3.40. “Restricted Housing” formerly known as segregation, shall refer to the confinement of a patient in: the facility in any unit where the patient is confined to their cell for approximately twenty-two (22) hours per day or otherwise isolated from general population and who receive services and activities apart from other patients. For purposes of this definition, restrictive

housing shall not include any placement ordered by a medical or mental health clinician, the placement of a patient in a Health Services Unit, the placement of a patient in a hospital, or the placement of a patient on a mental health watch

- 3.41.** “SCSD” shall mean the Suffolk County Sheriff’s Department
- 3.42.** “Serious Mental Illness” (SMI) shall mean a current or recent diagnosis by a qualified mental health professional of one (1) or more of the following disorders described in the most recent edition of the Diagnostic and Statistical Manual of mental Disorders: (i) schizophrenia and other psychotic disorders; (ii) major depressive disorders; (iii) all types of bipolar disorders; (iv) a neurodevelopmental disorder, dementia or other cognitive disorder; (v) any disorder commonly characterized by breaks with reality or perceptions of reality; (viii) severe personality disorders; or a finding by a qualified mental health professional that the prisoner is at serious risk of substantially deteriorating mentally or emotionally while confined in restrictive housing, or already has so deteriorated while confined in restrictive housing, such that diversion or removal is deemed to be clinically appropriate by a qualified mental health professional
- 3.43.** “Service Location” shall mean the HOC or SCJ
- 3.44.** “Service Locations” shall mean the HOC and SCJ collectively
- 3.45.** “Services” shall mean all services required by this Contract, including comprehensive medical, mental health, and dental services at all Facilities
- 3.46.** “Set-Off” shall mean deductions in current or future payments taken in accordance with stipulated penalties
- 3.47.** “Sharps” shall mean items subject to abuse (e.g., syringes, needles, scissors, and other sharp items)
- 3.48.** “Space” shall mean space at each Facility designed by the SCSD for use by the Contractor in rendering health care services
- 3.49.** “Staffing Shortfall or Vacancy” shall mean a vacancy of any Personnel position at a Facility for a period of more than forty-five (45) calendar days beginning fourteen (14) days following vacancy
- 3.50.** “Standard Contract” shall mean the Commonwealth of Massachusetts Standard Contract Form
- 3.51.** “State Employee” shall mean a person employed by the Commonwealth of Massachusetts, except for persons employed as consultants and contractors

- 3.52.** “State Laboratory” shall mean the state laboratory administered by the Commonwealth of Massachusetts Department of Public Health
- 3.53.** “State Office for Pharmacy Services” (SOPS) shall mean an agency of the Massachusetts Department of Public Health that provides comprehensive Pharmacy services to public sector health care organizations
- 3.54.** “Suffolk County Jail”, “Jail”, or “SCJ” shall mean the Suffolk County Jail located at 200 Nashua Street, Boston, Massachusetts, 02114. Also may be referred to as Nashua Street Jail or NSJ.
- 3.55.** “Supplies” shall mean consumable material that has either (i) a fair market value of \$1,000 or less, or (ii) a useful life of less than one (1) year
- 3.56.** “Transferring Facilities” shall mean other correctional facilities from where patients may be transferred to the Department. Patients are generally booked onto the OMS system at SCSD

4. BIDDER QUALIFICATIONS

4.1. Required Criteria

The Bidder shall meet or exceed the following criteria in order to respond to this RFR.

- The Bidder must be organized for the purpose of providing correctional health care services.
- The Bidder must have a minimum of five (5) years previous correctional health care experience with proven effectiveness in administering large scale correctional health care programs.
- The Bidder must have a proven ability for contract start-up by the Contract Start Date.
- The Bidder must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements.
- The Bidder must have a centrally located office that is capable of supervising and monitoring on-site health care, ensuring satisfactory provision of service as well as the ability to be present for site visits and meetings.
- The Bidder must have adequate financial resources to establish a health care services program and maintain designated staffing levels for the successful provision of required health care.
- Bidder must warrant that to the best of Bidder’s knowledge, there exists no actual or potential conflict between the Bidder and Suffolk County, and its services upon this request, and in event of change in either Bidder’s private interests or services under this

request. Bidder will inform Suffolk County regarding possible conflict of interest which may arise as a result of any noted or known change.

4.1.1. Company Background

Provide a brief history of the company that includes:

- Years in business under present name and previous names
- Whether the company is a corporation, partnership, or other type of organization
- Names of company officers and regional executives that will oversee the contract
- Address of office where contract will be administered
- Company annual report and most recent financial statement
- A list of all clients for the past ten (10) YEARS. Include both current and former contracts and appropriate contract person names, titles, agency (city, county, state federal, etc.), location, address, telephone number and a valid email address, if known. Each contract must be identified as a current or former and if a prior contract, why the contract was lost, when and to whom.
- A list of all legal claims, closed and pending, related to inmate health care services, problems or disputes over the company's performance on contracts or projects held during the past ten (10) years, specifying the jurisdiction of the case (i.e., state tort, malpractice, civil rights – individual/class action). Cases should be separated by type of litigation, federal civil rights violation cases, or related to contract terms, termination, breach or failure to perform. Provide information on any legal settlements within this period as well as the dollar amount awarded and terms of the agreement described.
- At least five (5) references, including client names, address, contact person and telephone numbers.
 - References must include former and current clients that have adult patients and the gender of the population, in addition to correctional care.

4.1.2. Bid Bond

Each proposal must be accompanied by a bind bond or cashier's check payable to Suffolk County Sheriff's Department in the amount of five percent (5%) of submitted bid total. The bid bonds or cashier's checks will be held until the bids have either been rejected in whole or in part or the award of the contract has been announced. The bid bond or cashier's check of the successful Bidder will not be released until an Agreement for the work hereunder is fully executed and then Contractor provides the required performance bond. The full amount of the bond or cashier's check shall be forfeited and payable as damages occasioned to the Suffolk County if the successful Bidder fails to execute an Agreement within fifteen (15) calendar days of contract award.

4.1.3. Performance Bond

Simultaneously with the execution of the contract, Contractor shall provide to the SCSD a performance bond with a surety company qualified to conduct business in Massachusetts and in a form satisfactory to the SCSD to guarantee the faithful performance of the contract. The bond will be in the sum of three million dollars (\$3,000,000.00), to be renewed annually by the anniversary date of the contract. The bond shall not include any limitation on the time during which SCSD may bring an action for breach of conditions of the bond.

The SCSD reserves the rights to reject, in whole or in part, any and all proposals received by reason of this RFR, make no award or issue a new RFR. SCSD will not pay for any information herein requested, nor will SCSD be responsible for any costs incurred by the Proposer. All proposals shall become the property of SCSD upon submission. SCSD reserves the right to negotiate the final price subsequent to the submission of proposals from the selected qualified Bidders.

The SCSD selection committee reserves the right to:

- Recommend for contract or for negotiations a proposal other than that with the lowest costs that presents the best value to the SCSD
- Waive or modify any insignificant information, irregularity or inconsistency in proposals received
- Request clarification to proposals from any or all Bidders during the RFR review and negotiation phases
- Negotiate any aspect of the proposal with any Bidder and negotiate with more than one Bidder at the same time

A Bidder may modify or withdraw its proposal by written request, provided that both proposal and request is received by the SCSD prior to the proposal due date. Proposals may be resubmitted in accordance with the proposal due date in order to be considered further.

Unnecessarily elaborate proposals or other presentations beyond those sufficient to present a complete and effective response to this RFR are not desired and may be construed as an indication of the respondent's lack of cost consciousness.

4.1.4. Licensure, Credentialing and Qualifications

4.1.4.1. Licensure

The Contractor shall insure that all personnel is licensed, certified or registered to the extent required by the Commonwealth of Massachusetts and as necessary for Contractor to fulfill its obligations under this Contract. All licensed, certified or registered Personnel shall

practice solely within the scope of such licensure, certification or registration, as well as their level of experience and competency. The Contractor shall provide its Personnel any required continuing education, on the job training, clinical instruction and supervision as deemed appropriate by the Contractor. **The Contractor shall have copies of all valid licenses, certifications, and/or registrations available to the SCDS or any auditing agency at all times.**

4.1.4.2. Credentialing: Physicians

The Contractor shall conduct credentialing, including credentialing required by the regulations of the Board of Registration in Medicine at 243 MCR, of all physicians, regardless of whether the physician has been working at SCSD Facilities under a previous contract, and shall submit satisfactory evidence of such compliance as of the date that the physician commences the provision of services. Each physician credential file shall be kept up to date and shall contain at a minimum the following documents:

- Copy of verified Massachusetts license to practice medicine
- Copy of application for initial or renewal registration
- Copy of federal controlled substance registration
- Copy of Massachusetts Department of Public Health controlled substance registration
- Evidence of malpractice insurance with claims and/or lawsuits pending or closed during past 10 years verified by physician's insurance carrier
- Copies of verified medical education documentation including medical school, internship, residency and fellowship programs
- Query of the National Practitioner Data Bank
- For foreign medical school graduates, query of the American Medical Association foreign medical graduate verification services
- American Board of Medical Specialties (ABMS) board certification, or evidence to support board eligibility defined by the ABMS criteria
- Current BCLS/CPR certification
- An X waiver

A physician shall not commence employment under this Contract while the full credentialing process continues without evidence of a Massachusetts license to practice, evidence of DEA and Department of Public Health registration, and evidence of malpractice insurance, at a minimum. Specialty clinic physicians, retained by the Contractor on a part-time basis, who have privileges at a licensed Massachusetts hospital, may substitute documentation from such hospital if such documentation indicates conformance with 243 CMR. All physicians shall have credential files updated annually. The SCSD shall have access to and may copy any such credentialing records.

4.1.4.3. Other Credentialing

The Contractor shall conduct initial credentialing and periodic re-credentialing for dentists, nurses practitioners, physician assistants, advanced practice RNs and clinical nurse specialists and in compliance with NCCHC and ACA accreditation standards. The Contractor shall conduct any credentialing required of any other professional employees, as required by the pertinent regulatory authorities, and make evidence of such credentialing available to the SCSD upon request.

The Contractor shall, as part of credentialing, ensure compliance with the requirements governing ordering medication by physician assistants, nurse practitioners, and other prescribers upon the authorization of a supervising physician and upon terms and conditions referred to as the Collaborative Agreement and Prescriptive Practice Guidelines for nurse practitioners, physician assistants, clinical nurse specialists and others as required by law.

4.1.4.4. Physicians: Qualifications

4.1.4.4.1. Primary Care Physicians, Medical Directors and Psychiatrists

The Medical Director, physicians and psychiatrist shall have the following minimum qualifications:

- The physician shall be a graduate of a Liaison Committee on Medical Education (LCME) or American Osteopathic Association (AOA) approved medical school in the United States or Canada or an international medical graduate who has completed either a fifth pathway year or a valid Educational Commission of Foreign Medical Graduates (ECFMG) certificate
- The physician shall hold a current valid, unrestricted license to practice medicine in Massachusetts
- The physician shall have completed an Accreditation Council for Graduate Medical Education (ACGME) approved residency program
- A physician designated Medical director shall specialize in family practice, internal medicine, preventive medicine, infectious diseases, surgery or emergency medicine
- A physician who has not graduated from medical school accredited in the United States shall have performed a residency in the United States

4.1.4.4.2. Specialty Physicians: Qualifications

Physicians who provide specialty services, either on-site at a Facility, or off-site, including a telemedicine, through a prearranged agreement with the Contractor, shall possess a current valid, unrestricted license to practice in Massachusetts.

4.1.4.4.3. Other Physicians: Qualifications

Physicians retained on a per diem or locum tenens basis shall have the following minimum qualifications:

- The physician shall be a graduate of a LCME or AOA approved medical school in the U.S. or Canada, or an international medical graduate who has completed either a fifth pathway year or a valid ECFMG certificate
- The physician shall possess a currently valid, unrestricted license to practice in Massachusetts
- The physician shall have completed an ACGME approved residency program or is currently in the final year of residency

4.1.4.5. Advanced Practitioners: Qualifications NP/PA

- PA's must be licensed by the Massachusetts Board of Registration of Physician's Assistants
- NP's must be certified by the Massachusetts Board of Registration of Nurses
- Has a valid X waiver

4.1.4.6. Nurses: Qualifications

All nurses shall have graduated from an accredited RN or LPN program and hold applicable Massachusetts licenses.

Delegation of Medication Administration to Unlicensed Personnel - In response to the continuing shortage of licensed health care personnel to administer medications to individuals in county correctional facilities and Department of Correction facilities (correctional facilities), notwithstanding the provisions of G.L. c. 94C, § 7, a licensed nurse practicing in a correctional facility may delegate medication administration pursuant to existing patient prescriptions and administration orders to unlicensed personnel who are trained and deemed competent by the nurse, as outlined in Department guidance.

The Contractor may utilize the above program as long as permitted by DPH. The Contractor must ensure required training; supervision and oversight are done according to the Order.

4.1.4.7. Mental Health: Qualifications

Qualified Mental Health Professionals shall be appropriately licensed or license eligible in the Commonwealth of Massachusetts. Personnel who are not licensed but who are licenses eligible must be in active individual weekly supervision with an independently licensed Contractor staff person for no less than one (1) hour with a written plan for unlicensed Personnel to achieve independent licensure within thirty-six (36) months of date of hire by the Contractor.

4.1.4.8. Ancillary Health Care Personnel: Qualifications

All other ancillary health care Personnel including, but not limited to, x-ray technicians, physical therapists, phlebotomists, podiatrists, and optometrists shall meet applicable Massachusetts regulatory requirements and community certification training standards.

4.1.5. Continuous Quality Improvement

4.1.5.1. Contractor Continuous Quality Improvement

The Contractor shall develop and provide site-specific, planned, systematic and ongoing continuous quality improvement (CQI) processes consistent with ACA and NCCHC guidelines for monitoring, evaluating and improving the quality and appropriateness of medical, dental and mental health care provided to patients. The Contractor shall identify indicators to monitor the quality and appropriateness of the important aspects of care, and organize the data collected for each such indicator in a manner to facilitate the identification of situations in need of more detailed evaluations of the quality or appropriateness of care. Upon identification of such problems, the Contractor shall take actions to correct problems or improvement the quality of care.

The Contractor shall provide the SCSD with documentation of an appropriate continuous quality improvement program for its subcontractors, including, but not limited to, laboratory, x-ray, pharmacy, phlebotomy, psychiatric and dental services.

4.1.5.2. Peer Review, Mortality Review and Case Review

The Contractor and its Personnel shall participate in clinical performance enhancement review, mortality review, case management review and other such functions, and shall cooperate with such additional clinicians in achieving the common goal of providing quality clinical services to patients. All processes shall comply with NCCHC and ACA accreditation standards.

4.2. SCSD Requirements

4.2.1. Security Clearance

The Contractor must do a full and complete background investigation to include professional credentials and provide results to SCSD. SCSD will complete background investigations and adjudicate whether clearance will be granted. SCSD can revoke security clearance at any time with cause. All Personnel shall receive security and background clearance by the SCSD prior to provision of services. The SCSD will not unreasonably withhold or delay such clearance.

Contractor shall allow a minimum of one week for security clearance to be completed by SCSD.

4.2.2. Initial Security Orientation by SCSD

Before commencing service, all Personnel, regardless of location, position or hours of employment, shall complete initial orientation provided by the SCSD.

4.2.3. Application of SCSD Rules

Personnel shall be subject to all rules and standards of conduct of the SCSD, including the rules set forth by the SCSD.

4.2.4. Cooperation with Investigations

The Contractor and personnel shall cooperate with investigations conducted by the SCSD, including but not limited to, investigations that concern patients, SCSD employees, services, personnel and this contract.

The Contractor shall report to the SCSD and the Superintendent the initiation and results of investigations, corrective actions and personnel actions conducted by the Contractor regarding Personnel, services and this Contract. However, the findings of an SCSD investigation shall be dispositive of the matter.

The provisions of this Section shall survive the expiration or termination of this Contract.

4.2.5. Cooperation in Litigation

The SCSD shall not be responsible for representing, defending, or any costs, damages, or attorneys' fees incurred by the Contractor, Contractor's Personnel, agents, subcontractors or independent contractors, in connection with any lawsuit or claim, including but not limited to, any claim brought pursuant to the Massachusetts Tort Claims Act, G.L. c. 258 (except if the Contractor is an agency, division or office of the Commonwealth, 42 U.S.C. s. 1983 or any other provision of law.

The Contractor shall make all reasonable efforts to cooperate with SCDS in the defense of any litigation brought by any person not party to this Contract, including suits that concern services, or this contract. The Contractor shall make all reasonable efforts to cooperate with the SCSD in litigation or other legal proceedings involving the SCSD whether or not the Contractor is a party, or where litigation is anticipated but has not commenced. Cooperation in litigation shall include, but not be limited to, the timely and accurate provision of documents, including copies of medical records, the appearance of Contractor and subcontractor employees at meetings, depositions, hearings and trials, and other assistance, including the provision of affidavits, that may be requested from time to time by SCSD counsel, the Massachusetts Attorney General and the Massachusetts District Attorneys.

Upon the request of the SCDS, the Contractor shall provide the SCSD with the details of any litigation concerning services or this contract in which the Contractor or any Personnel are

parties, including the case name and docket number; the name(s) of the plaintiff(s) and defendant(s); the names and addresses of all counsel appearing; the nature of the claim; and the status of the case.

The fact that an issue is in litigation shall not relieve the Contractor of any obligations under this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract.

4.2.6. Drugs, Tobacco, Alcohol, and Marijuana Products

Personnel shall be subject to the policies of the SCSD prohibiting the possession or use of tobacco, alcohol, illegal substances and Marijuana products at any Facility or on the grounds of Facility.

Consistent with SCSD policy #215, all personnel are subject to pre-employment and randomized drug screening, including screening for marijuana. The Contractor is responsible to inform all staff of this policy.

The Contractor acknowledges and agrees that all hiring will be consistent with Massachusetts law and that “Under Massachusetts law, the use and possession of medically prescribed marijuana by a qualifying patient is as lawful as the use and possession of any other prescribed medication” Barbuto v. Advantage Sales and Marketing, LLC, 477 Mass. 456 (2017).

Therefore, while employee use of recreational marijuana is not permitted per SCSD policy, “reasonable accommodations” should be made for any personnel presenting with a medical marijuana card issued consistent with the determination below.

“Where in the opinion of the Contractor’s physician, medical marijuana is the most effective medication for the employee’s debilitating medical condition, and where any alternative medication whose use would be permitted by the employer’s drug policy would be less effective, an exception to an employer’s drug policy to permit its use is a facially reasonable accommodation” Unless the Contractor finds that “the continued use of medical marijuana would impair the employee’s performance of work or pose an “unacceptably significant” safety risk to the public, the employee, or their fellow employees or the inmates under their care. Id.

4.2.7. Workplace Violence

Personnel shall be subject to the provisions of Prevention and Elimination of Workplace Violence.

4.2.8. Professional Boundaries and Dress Code

It is the SCSD’s policy that all employees, contractors and volunteers maintain professional boundaries with patients. Any act by Personnel that violates professional boundaries is prohibited. All allegations and incidents involving the violations of professional boundaries shall

be reported and fully investigated and may result in action up to and including criminal prosecution. Personnel shall wear external name badges or labels. Body piercings and tattoos that pose security risks or compromise therapeutic boundaries shall not be allowed. All Personnel work attire shall comply with SCSD policy #225 and **all scrubs worn in the Facilities may not be monochromatic in color so as not get confused with patient uniforms.**

All Personnel are required to attend new employee security orientation and annual curriculum on professional boundaries, conduct and PREA through the SCSD training staff.

4.2.9. Social Media Usage

Personnel have the right to engage in personal social media activities to express Personnel's thoughts or ideas on personal time and using Personnel's personal equipment. Such activities are not be performed during working hours or while using the SCSD computers, cell phones, personal digital assistants or other electronic communications equipment, and do not conflict with the SCSD policies, operations or harm the goodwill and reputation of the SCSD.

Personnel may not (a) disclose the SCSD Confidential Information on social media sites; (b) make defamatory or harassing statements about the SCSD, the Sheriff, or its Related Persons; (c) defame the SCSD, its activities or its Related Persons; (d) use or reproduce any SCSD logo, website link including but not limited to the SCSD name or information; or € use the SCSD name or information in connection with the expression of any individual opinion or position.

Personnel's social media content must reflect that it is the opinion or content of Personnel and must not imply any connection to or origination from the SCSD (including without limitation the use of Personnel's SCSD e-mail address as the source of such communication). If Personnel use social media to promote the efforts or initiatives of the SCSD, Personnel must disclose Personnel's employment relationship to the SCSD or connection to the SCSD's Related Persons within the social media content or communications.

For the purpose of this RFR, the term "social media" refers to online blogs, forums, chat rooms, and social networking sites such as Yelp, Facebook, Snap Chat, Instagram, Twitter, LinkedIn, Pinterest and YouTube, as well as all other similar sites, communications or activities. The Contractor agrees and understands that in addition to this section all Personnel will abide by SCSD policy S-182.

4.3. Contractor Requirements

4.3.1. Contractor Personnel Orientation

SCSD will provide forty (40) hours of security training to all new Personnel prior to such Personnel providing services under this Contract. This initial orientation requirement shall not apply to personnel employed as of June 10, 2023, who previously completed such initial orientation. Orientation shall include:

- Orientation conducted by the Medical Directors or designees for primary care physicians, specialty care physicians, and advanced practitioners (PA/NP)
- Orientation conducted by the DONs for nursing staff and ancillary health care staff, including proficiency testing and return demonstration of critical functions, such as documentation, administering and reading PPDs, starting an IV, phlebotomy and administering PO, IM and IV medications, if needed
- Orientation conducted by the Mental Health Director for Qualified Mental Health Professionals and all other Personnel involved in mental health program services
- Orientation conducted by the HSAs or designees for clerical, and other administrative support Personnel

The Contractor shall provide the SCSD with orientation curricula, schedules, appropriate forms and required location of documentation to support evidence of orientation of Personnel.

4.3.2. Contract Training and Documentation

The Contractor, in conjunction with SCSD, shall develop training on the various topics listed in SCSD employee health education and SCSD personnel training sections of this RFR.

4.3.3. Training by Contractor Personnel for SCSD Employees

Upon the request of the SCSD, the Contractor shall participate in the development of curriculum and the presentation of orientation and in-service training for SCDS employees on topics including:

- Suicide prevention
- Communicable disease
- Identification and referral of health care problems
- Infectious disease
- Biohazards materials and waste
- PREA
- Substance Use Disorders (SUD) to include MAT/MOUD
- Medically assisted withdrawal
- The identification and treatment of mental illness
- Progressive cognitive diseases
- Management and treatment of special populations
- Other training as deemed necessary by the SCSD
- HIPAA & 42 CFR

4.4. Accreditation

As if the date of this Request for Responses, the SCSD facilities are accredited by the ACA and NCCHC. The Contractor shall appoint a member of its regional office staff to work with the SCSD to maintain accreditation. The Contractor shall maintain documents required as part of ongoing

accreditation and assist Facility staff in preparing for periodic internal policy compliance audits, as well as comprehensive survey/audit reviews conducted by ACA and NCCHC representatives. Contractor Personnel shall attend all required periodic accreditation meetings as required by the SCSD.

Contractor must ensure that Facility remains ACA and NCCHC accredited throughout the term of the contract as it relates to health-related services that are within the control of the Contractor. Determination by SCSD administration that placement on probation by an accrediting body was a result of Contractor performance deficiencies, there will be a \$5,000 per month, per Facility, performance penalty until the accrediting agency confirms that compliance for accreditation has been met. Up to a maximum \$50,000 performance penalty will be levied each year, for each Facility; of the contract should the Contractor fail to maintain accreditation.

The Contractor shall cooperate with the SCSD in event of termination by either party, whether with or without cause, so as to ensure that SCSD can maintain accreditation. Such cooperation shall include the provision to the SCSD of all information, documents, records and data released to accreditation compliance.

The Contractor shall have a demonstrated history of passing ACA and NCCHC accreditation, and be able to demonstrate positive audit histories from the Massachusetts Department of Correction, and the Massachusetts Department of Public Health, or similar audits from other states.

5. SCOPE OF SERVICE

5.1. Objective

The mission of the SCSD is to promote public safety and reduce recidivism by managing patients while providing care and appropriate programming in preparation for successful reentry into the community. To support this mission, the SCSD requires a managed care program properly administered and staffed by clinically trained and credentialed health care professionals.

The Contractor shall provide gender specific, trauma informed appropriate care in a compassionate and timely manner. Services shall be comprehensive, and shall include, but not be limited to, medical, mental health, dental and reentry/discharge planning services. The goals are to provide comprehensive care and treatment starting at intake and maintained throughout the incarceration. The services are to be designed with the objective of improved health care outcomes and to address the health care needs of patients as they are prepared for re-entering the community. The goal of these services shall be to improved patient overall level of functioning and wellness while incarcerated and in preparation for their individual success upon release from custody.

5.2. Obligations, Standards and Objectives

5.2.1. General Obligations of the Contractor

- The Contractor shall provide comprehensive medical, dental and mental health services to all patients in the custody of SCSD
- The Contractor shall provide patients with comprehensive health care in accordance with Community Standards of Care, and National Correctional Health Care Standards, throughout the term of the Contract. Services shall be evidence based and incorporate best practices
- The Contractor shall maintain an open and collaborative relationship with the SCSD administrative personnel
- The Contractor shall offer comprehensive services for new hire and ongoing staff education, training for correctional staff, as well as patient health education
- The Contractor shall maintain complete and accurate records of care in accordance with applicable standards, and to collect and analyze health care statistics on a regular basis for provision to the Superintendent, or their designee, in accordance with reporting requirements set forth herein
- The Contractor shall coordinate services and operations as set forth in Section 5.2.3
- The Contractor shall provide for all services required by this Contract with no exclusions and at no additional cost to the SCSD
- The Contractor shall comply with the American Correctional Association (ACA); Commonwealth of Massachusetts Department of Correction Minimum Standards for County Correctional Facilities, the Department of Public Health Standards for Correctional Facilities, National Commission of Correctional Health Care
- Written agreements for any and all services for which the Contractor needs to subcontract in order to perform, must be executed only with prior written approval from the SCSD

5.2.2. Role of the Contractor

The Contractor shall provide services to all patients in the custody of SCSD.

The Contractor shall be solely responsible for making all decisions with respect to the type, timing and level of services needed by patients'. This includes, without limitation, the determination of whether a patient is in need of clinical care, inpatient hospitalization, and/or referral to an outside specialist or otherwise needs specialized care. Except as herein otherwise provided, the Contractor shall be the sole supplier and/or coordinator of all medical, mental health, and dental services under this Contract, and, as such, shall have the sole authority and responsibility for the implementation, modification and continuation of any and all health care for patients.

The Contractor shall provide all means of addressing the serious medical, dental and mental health needs of the patient population based upon clinical assessments of the individual patient in a manner that is cost effective and consistent with community standards of care.

5.2.3. Coordination of Services

The Contractor shall coordinate all services within both Facilities in order to ensure that each patient receives continuity of health care regardless of classification or housing location. Contractor shall have corporate oversight available regularly, but not less than a quarterly basis, on location at each facility to ensure coordination of services. Contractor's administrative, medical and mental health staff shall work as one cohesive team regardless of assigned facility. The Contractor's obligation shall include, but not be limited to, the following:

- The Contractor shall work with SCSD custody and transportation staff to coordinate the transportation of patients to off-site locations for services in a manner that minimizes patient "no shows" and unavoidable delays for scheduled trips and minimizes transportation and escort costs, while maintaining the quality of services provided.
- The Contractor shall cooperate with other SCSD vendors to coordinate the provision of services with the treatment provided by other contractors, including the contractors providing alcohol and substance use disorder treatment services and food service
- The Contractor shall cooperate with the Superintendent or his/her designee in responding to surveys and inquiries

5.3. Applicable Statutes, Regulations, Policies, Standards, Guidelines and Decrees

The Contractor shall provide all services in compliance with all applicable federal and state constitutional standards, statutes and regulations, including, but not limited to, the current and subsequent versions or editions of the following:

- The standards of the ACA
- The standards of NCCHC
- The standards of Massachusetts DOC and all applicable CMRs
- Chapter 69/Criminal Justice Reform Act (CJRA)
<https://malegislature.gov/Laws/SessionLaws/Acts/2018/Chapter69>
- Chapter 208/Care Act
<https://malegislature.gov/Laws/SessionLaws/Acts/2018/Chapter208>
- The regulations of the Massachusetts Department of Public Health, including 105 CMR 205
- The regulations of Massachusetts Board of Registration in Medicine at 243 CMR, et seq., and all other applicable Massachusetts licensing boards and agencies
- The regulations and policies of the SCSD

- The Prison Rape Elimination Act of 2003, Public Law 108-79; United States Department of Justice Prison Rape Elimination Act Prison and Jail Standards, 28 CFR 115 (May 17, 2012)

Where applicable standards may be inconsistent, the Contractor shall follow the more rigorous standard.

5.4. Prison Rape Elimination Act

The Contractor shall comply with Public Law 108-79, The Prison Rape Elimination Act (PREA) and with all SCSD policies and procedures related to such.

5.5. Physical Plant, equipment, Supplies, Computers and Telecommunications

5.5.1. Space at Facilities

The SCSD shall make available to the Contractor and its Personnel adequate space at each of the Facilities that, as of June 11, 2023, is designated and in use for the provision of services.

5.5.2. Access

Subject to SCSD security and entrance procedures, the SCSD shall permit the Contractor, the Personnel and any of the Contractor's employees or agents to have reasonable access through each Facility to the areas in which the services are conducted and to all other areas at each Facility that SCSD employees may utilize, such as the cafeteria. Such access shall also be afforded to such other persons who may reasonably be expected to require such access in connection with the Contract. Subject to the same limited availability that is afforded SCSD employees, the SCSD shall make five (5) designated parking spots available at the SCJ for the Medical Director, Mental Health Director, HSA, DON and one other provider, all other medical staff are expected to take local convenient public transportation or finding other available parking. At the HOC, parking is extremely limited. Street parking is available outside the facility and is available on a first come, first served basis

5.5.3. Supplies and Equipment

The Contractor shall ensure that Supplies and Equipment are available in sufficient quantity to ensure timely patients management so as to avoid delays in care. The Contractor shall inventory Supplies and Equipment and provide efficient systems for strict accountability of all Supplies and Equipment, including sharps, and establish par levels, or other organizational and tracking efficiencies.

For radiological safety, the Contractor shall ensure the availability of lead-lined aprons, dosimeter badges for staff and the appropriate calibration/testing of equipment. The Contractor

shall also provide for the proper disposal of radiological and other chemicals utilized in the provision of the services.

5.5.3.1. Supplies

The Contractor shall be responsible for providing all office, medical, dental and other supplies necessary to perform its obligations under this Contract. All supplies shall meet security inspection standards. All supplies shall remain the property of the SCSD.

5.5.3.2. Equipment and Furnishing

5.5.3.2.1. Existing Equipment and Furnishings

The SCSD will provide for the use of the Contractor all office equipment, including office furnishings, at each Facility existing as of the Commencement Date. All equipment shall remain the property of the SCSD. It is the sole responsibility of the Contractor to manage the optimal usage of the space and equipment provided.

5.5.3.2.2. Maintenance

The Contractor shall purchase and maintain at its expense all equipment, including all x-ray equipment, utilized to provide services required under this Contract; this also includes equipment acquired during the term of the Contract. All preventive maintenance provided shall be consistent with manufacturer recommendations. The Contractor shall ensure timely repair or replacement of equipment in need of repair.

The Contractor shall be responsible for any direct loss or damage to equipment caused by willful or negligent acts of Personnel. The Contractor shall not be responsible for any direct loss or damage to equipment caused by the willful act of patients. The SCSD shall be accountable for replacement cost for direct loss to equipment caused by the willful or negligent act of SCSD employees.

5.5.3.2.3. Replacement and Acquisition

The Contractor shall be obligated to replace equipment, including office furnishings, or acquire additional equipment, including office furnishing. All equipment shall be the property of the SCSD. Notwithstanding the provisions of this paragraph, the Contractor shall be responsible for providing all EKG equipment necessary to provide EKG services. The SCSD shall not be responsible for the provision or cost of any EKG Equipment. All equipment shall meet security inspection standards and the City of Boston Fire Code.

5.5.3.2.4. Patient-Specific Equipment and Medically Prescribed Devices

The Contractor shall be responsible for the purchase, rent or lease of patient-specific equipment (e.g., special beds, walkers, wheelchairs or other equipment not in existing

inventory) and medically prescribed devices, including equipment and medically prescribed devices recommended by a physician's order or otherwise necessary to provide quality care and promote functionality (e.g., eyeglasses, orthotics, braces). The SCSD shall have no obligations to reimburse the Contractor for the cost of any patient-specific equipment or medically prescribed devices purchased or leased by the Contractor. All patient-specific equipment and medically prescribed devices that are purchased shall become the property of the SCSD.

5.5.3.3. Maintenance, Repair and Replacement of Medically Prescribed Devices

5.5.3.3.1. Maintenance and Reasonable Wear and Tear

The Contractor shall maintain medically prescribed devices in accordance with manufacturer's recommendations. The Contractor shall provide timely repair or replacement of medically prescribed devices in need of repair or replacement due to reasonable and expected wear and tear. The Contractor shall maintain a log of all maintenance, repair and replacement of medically prescribed devices.

5.5.3.3.2. Loss, Damage or Destruction

- Replacement: The Contractor shall provide timely repair or replacement of medically prescribed devices that are lost, damaged or destroyed, regardless of the reason for such loss, damage or destruction.
- Financial Responsibility: The financial responsibility for the repair or replacement of lost, damaged or destroyed medically prescribed devices shall be determined as follows:
 - If the Contractor bears the responsibility for the loss, damage or destruction, the Contractor shall bear the financial responsibility for repair or replacement.
 - If SCSD staff or patient is responsible for the loss, damage or destruction, the SCSD shall bear the financial responsibility for repair or replacement. In such cases, the Contractor shall timely repair or replace the medically prescribed device, promptly notify the SCSD of the cost of such repair or replacement and submit the invoice to SCSD for payment or reimbursement.

5.5.3.4. Exclusive Use

Personnel shall not use SCSD equipment, premises, supplies or employees for any purpose other than in the performance of obligations under the Contract.

5.5.3.5. Replacement of Equipment and Cost

- The Contractor will be responsible for the maintenance of all medical and mental health equipment and all other items with the exception of office furniture. Additionally, the Contractor will be responsible for the purchase and maintenance of all other medical equipment necessary to provide the services outlined in this RFR
- The Contractor shall coordinate and procure all necessary maintenance, repairs and replacement equipment. The Department shall reimburse the Contractor for all such expenses, provided that (1) all such expenses over \$3,000 were approved in writing by the Department prior to being incurred, (2) the Contractor provides receipts and backup for all such expenses as part of its monthly invoice, and (3) the reimbursement is included as a separate line-item on the monthly invoice following being incurred. The Contractor shall use best efforts to obtain the best price for all such expenses. **Any Equipment purchased pursuant to this provision becomes the property of the Department.**

5.5.4. Utilities

For each facility, the SCSD shall provide at its cost and expense all utilities, including electricity, heat, ventilation, air condition (where already present), hot and cold water, sewerage and maintenance and housekeeping, each as reasonably required by the Contractor to perform its obligations in a timely, competent and efficient manner.

5.5.5. Hazardous Waste

The Contractor shall be responsible for the collection, packaging, storage and disposal of hazardous and medical waste generated by the provision of services in accordance with federal, state and local laws and regulations to include all inventory and documentation necessary for all audits.

The Contractor shall provide for the proper disposal of amalgam scrap and the use of mandated scavenger system.

5.5.6. Telecommunications

5.5.6.1. Telephone Lines

The SCSD shall provide telephone services as follows:

- The Contractor shall have access to all telephone and fax lines installed prior to the commencement of the Contract specifically for the use of the health services contract. The SCSD bears the expense for these lines. Personnel shall adhere to SCSD policies governing the utilization of SCSD telephones.

- Subject to the capacity of the Department's communication infrastructure, and upon the prior SCSD approval, the Contractor may be permitted to install additional telephone lines at its cost and expense. The Contractor shall be responsible for payment of the monthly service charges for additional telephone lines.

5.5.6.2. Personnel Communication Systems

The Contractor shall provide sufficient computers with email access at each Facility to facilitate communication for their personnel.

The Contractor shall ensure that Personnel can be reached who need to be immediately reachable on and off Facilities. The utilization of electronic devices, including cellular telephones, personal message communication or "beeper" systems, and electronic storage devices in the Facilities is subject to SCSD policies and subject to inspection by SCSD security personnel. Cellular devices with cameras or Internet access and "flash" drives or other portable mechanism of transfer of large quantities of data are generally not allowed within a Facility unless authorized by the SCSD.

5.5.7. Computers and Network Access

Contractor shall be responsible for purchasing or providing computer equipment that comports with the standards of the SCSD. Approval by SCSD shall be required for connecting any computer equipment to the SCSD's network and for the connection of any wireless routers or access point to the network.

The SCSD's network and components are managed by the SCSD Information Technology Department. The Contractor shall be responsible for the cost of installing any additional network cabling and Wi-Fi subject to the prior review and approval of the SCS. Approval of SCSD shall be required for connecting any computer equipment to the SCSD's network and for the connection of any wireless routers or access points to the network.

Supervisor/administrative personnel may bring laptop and tablet computers or cellphones into the Facilities only upon the prior approval of the SCSD. Personnel shall adhere to all SCSD policies regarding the use of laptop and desktop computers. The Contractor shall be responsible for the cost of applications excluding SCSD EHR. Only approved software is allowed on the SCSD network and connected equipment.

6. PLAN OF SERVICE

6.1. Patient Care and Treatment: General

6.1.1. Priorities of Care

The Contractor shall schedule services according to highest priority of clinical need. The Contractor shall give the highest priority to services of an emergent or urgent nature.

The Contractor shall review and revise schedules on a daily basis to ensure timely access to care for emergent and urgent clinical needs.

6.1.2. Routine Preventive Care

The Contractor shall follow the Massachusetts Department of Public Health guidelines, NCCHC and ACA standards for the provision of preventive and managed care.

6.1.3. Daily (7 days/week) Non-emergent Health Care Requests

The Contractor shall provide daily nursing sick call and clinician sick call services at a frequency that meets patient health care needs. The Contractor shall establish and maintain a documented tracking system for reviewing, prioritizing and processing patient sick call requests within the SCSD EHR. All patients must have an opportunity to make a request for each discipline on a daily basis. All health care requests are to be picked up twice daily at each medication pass or sick call boxes.

All sick call request forms shall be reviewed by nursing when collected for an emergency concern. All requests shall be reviewed, triaged and prioritized by a nurse or provider as soon as possible based on urgency of need. There must be a face-to-face visit with the patient within twenty-four (24) hours of receipt by health staff. Each discipline shall be responsible for responding to the requests made. Requests forms shall be scanned into the health record. Nursing/clinician sick call services shall be available to patients at all areas of the facilities, including those in general population, restricted housing and special management units. All sick call encounters must be documented in the patients' health record by the responding health staff and the document must also be scanned into the record.

6.1.4. Emergency Services

The Contractor shall provide emergency medical, mental health and dental services twenty-four (24) hours a day, seven (7) days a week via an on-site or on-call provider and on-site health care staff.

6.2. Chronic Illness Management

6.2.1. General Requirement

The Contractor shall provide a chronic illness management clinic for patients that emphasize identification, early intervention, treatments based upon clinical evidence, education and ongoing multidisciplinary case management. The Contractor's chronic illness and special needs services shall be applied to reduce the frequency and severity of symptoms, prevent disease progression and complication, and to foster improved function.

6.2.2. Chronic Illness Care

In accordance with NCCHC and ACA standards, the Contractor shall evaluate all patients with chronic illnesses and refer such patients to specialists as clinically indicated, and develop an individualized health care treatment plan for each patient at the time the condition is identified and updated as warranted. The treatment plan shall include, as a minimum, the following:

- A written initial evaluation including individualized short and long-term treatment goals
- Frequency of follow-up for health evaluation and adjustment of treatment modality based on clinical status and degree of control
- The type and frequency of diagnostic testing and therapeutic regimens
- When appropriate, instructions about diet, exercise, adaptation to the correctional environment, and medication

6.2.3. Chronic Illness Data

The Contractor shall submit monthly chronic illness data to the SCSD in a format approved by the Superintendent including illness category, testing volume and aggregate positive/negative results. The Contractor shall maintain an up-to-date confidential list of all known chronically ill patients.

6.2.4. Health Care Proxies

Appropriate Contractor Personnel shall assist patients with understanding, counseling and implementation of health care proxies as requested and/or necessary.

6.2.5. Infection Control

The Contractor shall provide effective infection control as a critical element of the services required for Contractor staff, SCSD staff and patients workers. Services shall include regular on-site infectious disease clinics, regularly monitor and report infectious disease incidences, and conduct ongoing evaluation of infectious disease care provided to the inmate population. The Contractor shall work collaboratively with onsite Public Health Commission Infectious Disease staff to perform disease surveillance and reporting.

Infection control services shall include, but not limited to:

- Standard precautions
- Hand hygiene
- Immunizations and vaccines
- Personnel protective equipment
- Disinfection of equipment and surfaces in all medical offices and exam rooms after each contact/meeting with a patient
- Instrument reprocessing, sterilization, biological monitoring procedures
- Airborne precautions and mask fit testing
- Contact precautions
- Ectoparasite control
- Infectious and communicable disease surveillance and containment
- A written exposure control plan that is reviewed, revised and approved by the medical director annually
- Proper accountability, disposal and security of sharps
- All staff and inmate workers are trained in appropriate methods for handling and disposing of biohazardous materials and spills
- Annual tuberculosis testing for all SCSD, contract staff and patients, to include documentation of all staff inoculations
- Annual flu vaccinations for all patients
- COVID 19 vaccines and/or therapeutics when publically available and appropriate for all patients
- COVID 19 rapid testing as well as an agreement with a third party agent for PCR testing

All Personnel shall be educated in the importance of proper infection control practices. The Contractor shall address infection control in all aspects, including wiping down or coverage of countertop surfaces, fixed and portable equipment, sterilizing instruments according to manufacturer instructions, and monitoring the sterilization capabilities of the autoclave used through utilization of spore count testing.

The Contractor shall provide autoclave suitable dental hand pieces and other reusable medical instruments readily available in sufficient quantity to ensure completion of a day's schedule without interruption of services to sterilize equipment.

The Contractor shall train (e.g., fit test) Personnel and SCSD staff at said facilities in the appropriate management of masks used in the care and treatment of patients with communicable diseases, or who are otherwise confined for medical reasons to a negative pressure isolation room.

The Contractor shall adhere to all OSHA and Centers for Disease Control and Prevention (CDC) guidelines regarding the handling of instruments and disinfection. The Contractor shall follow

the guidelines and recommendations of the Association for Professionals in Infection Control and Epidemiology, OSHA, and state and federal standards and recommendations related to infection control.

The Contractor shall complete and file all reports consistent with local, state, and federal laws and regulations within twenty-four (24) hours.

6.2.6. Patient Health Education

The Contractor shall provide a patient health education program, including regularly scheduled programs for HIV education, smoking cessation, alcohol and substance use disorders, sexually transmitted diseases, chronic illnesses, therapeutic diets, oral hygiene and preventative oral education, health education for female patients and other preventive health measures geared to the special needs of the patient population.

The Contractor shall attend patient orientation meetings and provide an explanation of Services to all patients following the initial intake/transfer to the facility with site-specific instructions as well as a written copy of the instructions on how to access health care services. Schedules shall be coordinated with the contract manager or designee.

Pregnant patients: A pregnant patient shall receive counseling, education and written materials, in a form they can understand, on all pregnancy options, including but not limited to voluntary termination. Contractor shall educate on the following topics including but not limited to, knowledge of prenatal nutrition, high-risk pregnancy, addiction and substance use during pregnancy and childbirth education.

6.2.7. Case Conferences

A case conference is a multidisciplinary process initiated by the Mental Health Director, Medical Director or SCSD administration to review the status of patients who present complex medical, mental health, or behavioral problems. A case conference may be initiated as the result of circumstances including changes in diagnosis and medications, a sentinel event, diagnosis of terminal illness, significant change in health status classification, repetitive inpatient admissions, ongoing disruptive behavior, self-injurious behavior or events resulting in off-site emergency care.

A case conference may be requested by SCSD administrative staff or by Contractor staff. A case conference may involve participation by SCSD staff and Contractor Personnel, and may also include a representative(s) from an external agency stakeholder. Each Facility hosts a weekly meeting by which high utilizer patients are discussed by security, programming staff, medical/mental health and administration staff regarding current and ongoing needs. Medical and mental health professional's attendance is mandatory at these meetings.

6.2.8. Education for SCSD Staff and Personnel

The Contractor shall collaborate with the SCSD Training division to provide ongoing training to Personnel and SCSD staff on health and mental health care issues. Training shall include but not be limited to:

- Recognizing the need for emergency care and life-threatening situations
- Suicide prevention
- Infectious and communicable disease (to include hygiene practices and COVID-19 prevention best practices)
- Biohazardous waste
- Identification and treatment of mental illness
- Progressive cognitive diseases
- Substance use
- Intoxication and withdrawal
- Management and treatment of special populations
- Issues of medical confidentiality and patient privacy
- Other training as deemed necessary by SCSD and/or contractor

6.2.9. Transport

The Contractor shall coordinate and cooperate with SCSD staff when scheduling all required non-urgent health care transports. All urgent and life-threatening emergencies shall be transported to the nearest hospitals by EMS. Activation of the local EMS service is to be requested through the SCSD staff.

The Contractor shall describe how it will work with SCSD to minimize the number of off-site transports and how they will coordinate the scheduling of medically necessary off-site health care transports. **The Contractor shall provide a schedule of off-site appointments to the contract manager and other designated SCSD staff on a weekly basis by end of business on Thursdays.** The appointment scheduler (separate from discharge planner) shall coordinate with SCSD staff to ensure medical facility location is appropriate.

The goal of SCSD is to have health care services delivered on-site to the extent feasible including physician specialty and sub-specialty clinics. If three or more patients are scheduled within 2-week time for a particular specialty, the Contractor shall make every effort to bring the specialty service on-site.

6.2.10. Ambulance Transport

The Contractor shall provide and bear all expenses associated with emergency and medically necessary transport by ambulance, including airborne (aircraft and helicopter) and transport by chair-car. Such transport shall include transport to off-site facilities and transport between off-site facilities. The Contractor shall enter into written agreements with local emergency EMS

services and municipalities for the provision of ambulance services. The names of such emergency companies are to be provided to the SCSD upon execution of the written agreements. The SCSD will provide adequate security for all emergency transports.

The Contractor shall coordinate and manage inter-hospital transport with the hospitals.

6.2.11. SCSD Transport

The Contractor shall utilize the SCSD transportation teams when ambulance and chair car transport is not medically necessary. The SCSD will, at its cost and expense, provide in a timely manner, all regular transport services for the transport of patients to clinics, hospitals, physician offices or other locations, including, without limitation, other facilities.

6.2.12. Emerging Therapies

The contractor shall report and inform on the cost of current emerging therapies during the term of this Contract. SCSD and the Contractor shall confer on new therapies and consider a contract amendment to address the additional costs associated with current and emerging therapies that are consistent with community and correctional standards of care.

6.3. Patient Care and Treatment: Medical Services

6.3.1. Third Party Reimbursement

The Contractor shall manage the eligibility and enrollment of all patients receiving inpatient services into the Massachusetts Medicaid system, i.e., the MassHealth system. The duties of the Contractor shall include the following:

- Develop and implement a policy and procedure for the management of MassHealth applications
- Provide and train an Application Counselor to process MassHealth applications
- Ensure that MassHealth applications are completed and submitted in a timely manner for patients who do not have MassHealth coverage at the time they go to a hospital for scheduled, unscheduled or unanticipated health care transports
- Provide the Superintendent or designee with ongoing timely reports of patients requiring hospital transport and who are eligible for MassHealth coverage and MassHealth applications that have been completed and submitted by Contractor Personnel, including the names of the patients and the disposition of each application
- Ensure that any statutory changes that impact third party reimbursement are noted promptly and brought to the attention of the Superintendent

The SCSD shall cooperate in these efforts to ensure access to necessary systems and patients in order for the Contractor to perform these duties, and the SCSD shall provide prompt written

notice to the Contractor of all information in its possession concerning eligibility and enrollment of patients so that the Contractor may properly exercise its management role.

6.3.2. Lemuel Shattuck Hospital – Scope of Services

The Lemuel Shattuck Hospital (LSH) is operated by the Massachusetts Department of Public Health. It serves as the primary outpatient and inpatient hospital provider for patients in the care and custody of the SCSD. Security at LSH is provided by LSH DOC security staff. The hospital operates a secure 28-bed unit dedicated to correctional acute and chronic inpatient care, and also provides a secure holding area for outpatient exams and clinics conducted in the holding area or elsewhere at the hospital.

In the event that urgent services provided by LSH are not available in a timely manner, the Contractor shall provide or subcontract for such urgent services at another acceptable location.

The LSH subcontract shall provide for the following medical services:

Outpatient specialty services at or through LSH (subject to change):

- Ambulatory surgical services including general surgery and surgical specialties: gynecology, oral, orthopedics, and vascular surgery
- Audiology
- Cardiology
- Dermatology
- Electro-convulsive therapy (ETC)
- Endocrinology (excluding GD services)
- Gastroenterology
- Gynecology
- Hematology/oncology (including chemotherapy)
- Infectious disease (including HIV/AIDS, TB, HCV)
- Nephrology (excluding dialysis)
- Neurology
- Ophthalmology and optometry
- Otolaryngology (ENT) (inpatient only)
- Pulmonology (including sleep studies and pulmonary function tests)
- Radiology (including CT, ultrasound, mammography, nuclear medicine, IVP, UGI/LGI) *
- Rheumatology
- Urology (inpatient only)

* Magnetic resonance imaging is available at the LSH campus on designated days from a vendor that schedules appointments through the LSH Radiology Department.

Outpatient specialty services provided by LSH at Facilities, including:

- Infectious disease
- Ophthalmology
- Orthopedics
- Telemedicine clinics are conducted between LSH and several correctional facilities, and SCDS would encourage the Contractor to implement telemedicine for patients for the following specialties as deemed appropriate:
 - Dermatology
 - Gastroenterology
 - Infectious disease
 - Orthopedics
 - Rheumatology

Inpatient Services at LSH, including:

- Inpatient acute dialysis
- Inpatient surgery services
- Primary and secondary hospitalization services (chronic, acute, intensive care)

Other LSH services:

LSH does not have an emergency department, but can admit urgent admissions after normal business hours as well as patients stabilized for transport at an acute hospital emergency room. LSH does not admit patients with a primary diagnosis or primary treatment need for psychiatric or mental health care.

LSH Invoice Process:

The cost of services provided under the Contract between Lemuel Shattuck Hospital and the Suffolk County Sheriff's Department will be paid directly by the Suffolk County Sheriff's Department. SCSD will pay the invoice for the cost of services provided under the Contract between LSH and SCSD. SCSD will offset the Contractor's invoice by the actual amount paid to LSH for the costs of services provided under the Contract.

6.3.2.1. Emergency Hospitals

To address emergency life-threatening situations, the Contractor shall subcontract for the provision of emergency and inpatient hospitalization services with the nearest hospitals designated by the Emergency Medical Service providing ambulance service. Once stabilized, the Contractor shall transition the patient to LSH or other appropriately equipped facility when required care is beyond the capabilities of LSH, if continued inpatient care is required. The Contractor shall formalize agreements with local hospitals. Due to the close proximity to the facilities, the HOC generally defaults to Boston Medical Center and SCJ to Massachusetts General Hospital.

6.3.2.2. Additional Hospital Services

The Contractor shall subcontract for the following types of services that are not available at LSH.

- Tertiary care (e.g., traumatic brain/spinal cord injury, burns)
- Specialized outpatient and diagnostic services (e.g., MR, nuclear medicine, radiation therapy, ENT, urology, obstetrics and delivery)
- Specialized counseling and treatment services for LGBTQI+ community

It is noted that LSH has academic affiliations with a number of local hospitals/medical institutions.

6.3.2.3. Outside Hospital Discharge and Continuity of Care

The Contractor shall provide discharge planning for all pending hospital discharges.

The Contractor shall implement a comprehensive system for transitioning patients for long-term hospitalization (i.e., duration over three (3) months), who are hospitalized at LSH or other outside hospital, back to the Facilities, including preparation for return, medication review and interview by a mental health clinician for mental status evaluation. Contractor Personnel shall consult and cooperate with the designated LSH Correctional Unit Correctional Personnel shall consult and cooperate with the designated LSH Correctional Unit Correctional program Officer (CPO) and LSH clinical staff to prepare for the discharge and return of patients. The Contractor shall provide the patient with immediate, appropriate screening upon his or her return to a Facility and ensure continuity of care.

The Contractor shall ensure that utilization management is conducted for all inpatient hospitalizations to ensure that the length of hospital stay is no longer than necessary.

Where possible, the Contractor shall inform the Contract Manager as to the projected length of hospital stay. This information will assist the SCSD to plan staffing and minimize overtime. The Contractor shall provide the contract manager with regular hospital updates on each admitted patient on a regular basis.

6.3.3. Intake Services

6.3.3.1. Receiving Screening

The SCSD receives new intakes at the HOC and SCJ generally Monday through Friday during the day and evening shifts, but can occur overnight and on the weekends. The Contractor shall provide receiving screening by a culturally competent and Qualified Health Care Professional (e.g., physician, physician assistant, nurse or advanced practice RN) of all new patients intakes upon arrival in accordance with the provisions of 105 CMR 205.00, et seq.,

and applicable provisions of the current ACA and NCCHC standards. Receiving and intake screens shall be administered to newly detained individuals as well as intrasystem transfers.

Receiving and intake screening shall include:

- Inquiry into current and past illness
- Inquiry and notation as to whether this is their first incarceration
- Urinalysis/Drug Screening on all patients
- Allergies
- Special health requirements
- HCG Urine screen for possible, current, or recent pregnancy
- Current or past serious infectious disease
- Chronic cough
- Coughing up blood
- Lethargy
- Weakness
- Unexplained weight loss
- Fever
- Night sweats
- Recent communicable illness symptoms (including TB screen/chest x-ray) to include a COVID-19 test, results and/or screening
- Current or past mental illness, including hospitalization
- History of or current suicidal ideation
- Current prescription medications, dosage and frequency to include verification of all prescriptions via MassPat
- Illegal drug use and history (including type, amount, and time of last use)
- Overdoses and administration of Narcan
- Alcohol use and history of use
- Drug/alcohol withdrawal symptoms and complications when substance use is stopped
- Sexual assault and PREA screening
- ADA related accommodations
- Tobacco use history
- Dental problems and screening
- Concerns/signs of domestic abuse
- Release of Information (ROI) regarding previous recent medical/mental health treatment to be signed and dated. All ROI's should be scanned/faxes to previous treating providers within 24 hours of intake, as well as ensuring medical records are received and scanned into the EMR in a reasonable amount of time

Receiving screening shall also note observations of the patient's appearance, behavior, state of consciousness, ease of movements, breathing, condition of skin and any history of or evidence of insertions and ingestions of foreign substances and/or objects. The receiving

screening shall also note a health status disposition of the patient. Receiving screening shall include the provision of orientation material covering, including, but not limited to, access to health care, PREA, dental hygiene, health-related grievance process.

Translation services shall be available as arranged by the Contractor. The Contractor is encouraged to recruit people of color and bilingual staff with an emphasis upon Spanish for both staff diversity and for improved translation and patient communication. Although Spanish is most often needed, other languages may be necessary, as well. Disabilities such as hearing or visual impairment, physical disability or other problems must be accommodated by Contractor. The Contractor shall make the translation services available to SCSD staff to be reimbursed by SCSD.

Any identified withdrawal issues shall be promptly referred for further evaluation and determination of medical intervention. Inquiry shall include any consistent use of prescription medications that are addictive such as opioids or other analgesics, benzodiazepines or tranquilizers, as well as illegal drug use. Route, substance, frequency and associated risk behaviors with any substance use shall be identified to ensure appropriate medically supervised withdrawal in one of the medical housing units, referral for substance use disorder evaluation and potential counseling and/or Medication Assisted Treatment ("MAT") program participation. All patients committed to thirty (30) days or more shall be given a substance use disorder (SUD) review per the CJRA.

Contractor shall utilize the Texas Christian University Drug Screen (TCUD) or other assessment selected by SCSD on all patients who report/test for substance use and/or opioid use. The Contractor may incorporate the screen into the receiving screen or complete in paper format. The TCUD shall become a part of the patient's health record.

Upon a patient's admission to the SCSD the Contractor shall provide the patient with a mental health screening by a Qualified Health Care Professional.

The Contractor shall ensure that Personnel conducting the mental health screening are trained by a mental health professional in recognizing the signs and symptoms of mental illness and making appropriate referrals to a Qualified Mental Health Professional. The Contractor shall ensure that any patient displaying acute symptoms (e.g., appearing psychotic, suicidal) shall be referred immediately for an emergency evaluation by a Qualified Mental Health Professional, and that steps shall be taken to ensure the patient's safety pending this evaluation. Any patient on verified psychiatric medication must meet with a Qualified Mental Health Professional (psychiatrist or psychiatric NP) for a medication evaluation within one week of admission.

Intake/receiving screen and physical examination should be record disposition/placement in one of the following categories; immediate medical emergency; mental health consult needed; admit to medical housing unit/placed on mental health watch precautions; or discharge to general population.

Receiving screening for pre-arraigned arrestees may be an abbreviated intake, approved by the Contract manager, or a full receiving screen following the completion of the booking process. Should the patient refuse the receiving screen, they must sign a refusal form and said refusal must be documented in the electronic health record. In the event the individual refuses to sign, staff must sign as a witness to the refusal. The Contractor shall ensure that all medical and mental health protocols are followed as it pertains to medication verification and dosing.

6.3.3.2. Transfer Screening

The Contractor shall screen all intrasystem transfers (i.e., between facilities) at intake and inquire into whether the patient is under treatment for a medical, dental or mental health diagnosis, is currently on medication; and has a current clinical complaint. The transfer screening shall also note observations of general appearance and behavior, physical deformities, evidence of abuse and trauma and PREA concerns, and also make a clinical disposition. Transfer screening shall include the provision of site-specific orientation material on how to access health care. The transfer screening shall also identify and follow up on any pending health care appointments.

6.3.3.3. Initial Health Assessment

The Contractor shall provide initial health assessments, or physical examinations, to include oral screenings, within forty-eight (48) hours of admission at the HOC and within fourteen (14) days at SCJ, however Contractor shall make every effort to complete these as soon as possible. Initial health assessments shall be conducted in accordance with NCCHC standards, ACA standards and 105 CMR 205.

When a pregnant patient is admitted with opioid dependence or confirmed medication assisted treatment (i.e., methadone and buprenorphine), a qualified clinician shall be contacted so that the opioid dependence can be assessed and appropriately treated. The Contractor shall have an agreement and collaborative relationship with Boston Medical Center's Project Respect, or other medical facilities, for care regarding pregnant patients with substance/opioid use disorders.

6.3.3.4. Medically Supervised Withdrawal Protocols

In the established Medical Housing areas, the Contractor shall provide medically supervised withdrawal treatment utilizing nationally approved guidelines and approved assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA). Symptoms shall be monitored closely by physicians/NPs/PAs and nurses.

Patients experiencing severe or progressive intoxication (overdose) or severe alcohol/sedative withdrawal are to be transferred immediately to a licensed acute care facility.

6.3.4. Medical Housing Units

Each Facility is equipped with a Medical Housing Unit. These units provide care to patients who do not require the full level of services provided at LSH or an outside hospital, but who do require long-term or more acute care, such as medically assisted withdrawal, mental health watches, post-operative care, and supportive care for conditions including dementia, chronic obstructive pulmonary disease (COPD) and neurological conditions.

The Contractor shall admit and discharge patients to the Medical Housing Unit. Admissions and discharges shall be made only by Qualified Medical providers.

The Contractor shall provide the following medical unit services:

- Immediately upon arrival, all patients shall have a documented physical examination, resulting in admission orders and an initial individualized treatment plan
- Admission baseline studies are performed as clinically indicated
- Rounds are to be completed by a Medical Provider no fewer than three (3) times per week with no more than forty-eight (48) hours between rounds for all patients admitted to the Medical Housing Unit with appropriate documentation in the health record.
Physicians'/providers orders, treatment plans, diagnostic testing, progress notes and discharge summaries shall be completed for each patient housed in the unit
- Nursing should round multiple times daily per institutional shift and as required per provider's orders
- On-call physician/provider coverage is to be provided on a 24-hour basis with a required call-back response within ten (10) minutes of the call
- Mental Health staff shall round daily (six (6) days per week) on all patients on a mental health watch/observation. There should be no more than forty-eight (48) hours between daily rounds as in the case of a long weekend or holiday.

6.3.5. Oral Care

Oral care will be provided to all patients under the direction and supervision of a dentist licensed in the Commonwealth of Massachusetts. Dental services shall include screening, examination, triage, emergency and urgent care, restorative care, preventive care and education for patients in good oral hygiene and preventive practices. The primary emphasis of dental services shall be the elimination of acute infection, the reduction of dental decay/cavities, the reduction of the inflammatory processes of gingival and periodontal disease, the relief of acute pain and the restoration of function to allow for adequate mastication.

6.3.5.1. Continuum of Dental Care

The Contractor shall provide dental services on-site including but not limited to the following:

- Oral screening within fourteen (14) days of admission to determine dental needs, including oral hygiene instruction (may be accomplished by an RN, LPN or dental assistant properly trained by a dentist)
- Oral hygiene and preventive education given within thirty (30) days of admission
- Emergency dental treatment, not limited to extractions and including provisions for dentures, when medically necessary, directed towards the immediate relief of pain, trauma, and acute oral infection that endangers the health of the patient
- Oral examination by a dentist licensed in the Commonwealth of Massachusetts, within twelve (12) months of admission including:
 - Review of past medical history, current medications and allergies
 - Screening for oral cancers, to include soft tissues of the oral cavity and head and neck. Identification of oral manifestation of systematic disease and treatment as needed
 - Exposure of radiographs to complement clinical findings in order to establish diagnoses
 - Examination and documentation of existing dentition to include a signed, dated and titled note within the dental section of the overall health record, which shall include copies of documentation and/or recommendations from off-site specialists
 - Dental prophylaxis including patients education
 - Assessment of gingival and periodontal health
 - Establishment of definitive treatment plan
 - Promotion of prevention through education
- Daily screening, prioritization and referral of dental sick call requests by a trained and qualified dental assistant or nurse

6.3.5.2. Dental Priorities of Care

There shall be a system of established priorities for care when, in the dentist's judgment, the patient's health would otherwise be adversely affected. Routine corrective and prophylactic treatment shall be determined by the dentist based upon need, including:

- Oral hygiene instructions
- Use of fluoride applications and anti-microbial rinses where indicated
- Filings/restorations (amalgam and composite), as determined by extent of decay, location, and ability to obtain marginal integrity
- Removable partial and complete dentures, as determined for function, aesthetics and length of commitment/proximity to release
- Extractions and oral surgery, as deemed necessary

6.3.5.3. Oral Surgery

Emergent or urgent oral surgery needs that are essential due to the patient's complaint of pain and swelling, consistent with the clinical findings at triage by the dentist, require intervention on an as needed, as soon as possible basis. In no situation shall a patient with acute and confirmed pain wait for oral surgery longer than one (1) week. Given the secure nature of LSH, the SCSD's preference is that services shall be provided at LSH if off-site services are required. If oral surgery services cannot be provided at LSH within the appropriate time frame, the Contractor will utilize a local oral surgery provider.

6.3.6. Substance Use Treatment Services

6.3.6.1. Medically Supervised Withdrawal

The Contractor shall provide medically supervised withdrawal and related treatment as required at the SCSD. The Contractor should utilize the most current best practices regarding detoxification. The Contractor shall provide SCSD with its medically supervised withdrawal protocols prior to the commencement as part of the transition plan.

6.3.6.2. SCSD Medical Housing Units

At the HOC, the Medical Housing Unit (MHU) is utilized for individuals who enter the facility and, based on clinical evidence, requires medically supervised withdrawal with ongoing assessment and monitoring. At the SCJ, patients are housed in the same housing unit unless medically necessary to be housed in the MHU. The Contractor shall provide medically supervised withdrawal and related health care services in the medical units under physician supervision.

6.3.6.3. Substance Use/Opioid Use Disorders

In accordance with Chapter's 69 and 208 patients must be examined for substance use disorder (SUD) by someone who meets the definition of Addiction Specialist, specifically a licensed physician who specializes in the practice of psychiatry or addiction medicine, licenses psychologist, a licensed independent social worker, licensed mental health counselor, licensed psychiatric clinical nurse specialist, licensed alcohol and drug counselor I, as defined in section 1 of chapter 111J, or any other professional considered qualified by the Department to evaluate whether an individual is a drug dependent person.

Section 89 states that an Addiction Specialist conducts an examination for SUD of each patient in their respective institutions who is committed for a term of thirty (30) days imprisonment or more.

SUD/OD assessments must be approved by the Contract Manager. Assessments are to be scanned into the patient's health record as well as be provided to SCSD MAT/MOUD

Program staff. The number of patients with SUD and OUD are to be reported monthly to the Contract Manager referenced in the required reports See Section 10.2.

6.3.6.4. Medication Assisted Treatment (MAT)/Medication for Opioid Use Disorder (MOUD)

The Contractor shall provide all FDA approved medications and ensure compliance of Chapter 208. Medical and Mental Health staff are to work collaboratively with program and treatment staff in the education of patients, as well as provide behavioral health around addiction and induction or maintenance of medication.

- The Contractor shall have providers who specialize in addiction medicine or subcontract with a local provider to assist with diagnosis of opioid use disorder and MAT/MOUD treatment
- The Contractor shall work with the Department to implement emerging therapies that arise for MAT/MOUD, such as Sublocade.
- The Contractor shall enter into an agreement, prior to the commencement of the contract, with Baymark Health Services for the purposes of maintenance, medication, treatment and care of patients receiving methadone
 - Discharge planners are to manage the list of methadone patients to schedule initial intake appointments and inform the clinic of any releases
- All patients, prior to release, who are prescribed MAT/MOUD must be provided a bridge prescription, Naloxone (Narcan) AND a follow up appointment in the community with a provider or clinic of their choice
- The Contractor must complete the required substance use and opioid use assessments per the Department and DPH. See Attachment D – Substance Use Required Data Report.
- The Contractor must complete detailed statistics outlined in the statute as well as requested by the Department
- The Contractor shall have two (2) nurses designated at the HOC and one (1) nurse at the SCJ specifically for the MAT/MOUD medication pass seven (7) days per week. (MAT/MOUD med passes differ from the traditional institutional schedule. Please see nursing schedule. Additional or a reduction in staff may be requested by the Department, at any time, in accordance with the population).

6.3.7. Specialty Clinics and Treatment

The Contractor shall maximize the use of on-site specialty clinics in order to improve the efficiency of specialty care, reduce the SCSD's costs and security risks when transporting patients to off-site locations for treatment. At a minimum, the Contractor shall provide on-site clinics for: chronic disease, infectious disease, physical therapy, and OB/GYN (HOC).

At the HOC, the Contractor shall provide on-site dialysis and Nephrology supervision. The Contractor is responsible for all dialysis services, supplies, and equipment. The current dialysis schedule is MWF. Additional days should be planned for should patient need dictate as such.

In addition to the Outpatient Specialty Clinics provided by LSH, the Contractor may schedule additional outpatient specialty services at the other facilities as deemed appropriate. If a specialty clinician is not available from LSH, then the Contractor may provide an alternative specialty clinician.

6.3.7.1. Penalty

Transportation for specialty services that are to be provided on-site will incur a \$500 per trip penalty for each visit to an off-site service location.

6.3.8. Telemedicine and Medical Videoconferencing

Telemedicine and medical videoconferencing currently takes place between LSH and several of the MA correctional facilities. SCSD will give additional consideration to Bidders that will establish telemedicine/videoconferencing for SCSD within the established program at LSH for specialties, such as orthopedics, dermatology, infectious disease and rheumatology, in an effort to reduce the number of off-site transport to LSH as well as any other off-site facility for consults, disciplines and specialties where telemedicine is appropriate for the patient. This additional consideration should be inclusive of other community medical facilities that offer telemedicine such as BMC, MGH, BID, Tufts, etc.

6.3.9. Podiatry and Footwear

The Contractor shall provide podiatry services and medically necessary footwear in accordance with SCSD property guidelines. The Contractor shall bear the cost of all medically necessary/recommended footwear. Medically necessary footwear shall be provided pursuant to practitioner's order. In addition, should non-orthotic, but more supportive footwear be medically necessary other than what the Department provides to patients, the Contractor shall provide sneakers/shoes in accordance with Department policy. The Podiatrist shall be utilized as a specialty referral regarding footwear only in exceptional circumstances (e.g., where fit has been determined problematic after an appropriate number of interventions or when there is a need for a custom orthotic device). The podiatrist shall discuss these limits cases with the Medical Director.

6.3.10. Therapeutic and Special Diets

The Contractor shall provide Therapeutic and special Diet orders as required by 103 CMR 761, Access to Therapeutic Diets and Medical Care.

The Contractor shall order therapeutic diets developed by a registered dietitian, registered nutritionist or licensed dietitian (as permitted by state scope of practice laws) and in compliance with national standards developed by the American Dietetic Association (ADA). Diets shall consist primarily of portion control ADA diets for prenatal care, diabetic management and mechanical diets such as ground, pureed, soft or clear liquids. Due to the nature of the SCSD's "heart-healthy" menu, the need for most therapeutic diets, with the exception of specialty diets such as renal or phenylketonuria (PKU) is minimized.

Therapeutic diets shall be ordered and reviewed by a physician, advanced practitioner or dentist. The Contractor is expected to communicate and coordinate services with dietitians from the food services vendor to ensure proper diets are ordered and available. The Contractor is responsible for inputting therapeutic and special diets into the SCSD OMS system. Diets and snacks for pregnant patients must be input the day/night of intake to ensure the patient receives adequate nourishment.

Standard and therapeutic diet menus are to be reviewed for nutritional adequacy, adjusted and approved by a registered dietitian, registered nutritionist or licensed dietitian (as permitted by state scope of practice laws) at least annually.

6.3.11. Vision Care Services

All appointment requests for vision care services shall be done utilizing the sick slip process or by a referral from a qualified medical professional. The Contractor shall retain Massachusetts-licensed Optometrists to offer routine vision care services within the Facilities. The Contractor shall determine the uncorrected visual acuity of each patient as part of the initial health assessment. Patient's requesting vision care services through the sick call request process shall be assessed by a nurse and referred to a practitioner when indicated.

6.3.11.1. Eyeglasses

The Contractor shall provide prescription eyeglasses recommended by an Optometrist. Patients in need of prescription eyeglasses shall be provided with one pair of single vision or multifocal safety lenses (with lines) in a safety frame. Only patients with an acuity value in either or both eyes above 20/40 shall be eligible for corrective eyeglasses. Exceptions may be granted only with the approval of the Medical Director based on a recommendation from the treating Optometrist. Delivery of eyeglasses to the patient shall be noted in their EMR. Patients may keep their personal glasses at intake, if they meet security standards.

6.3.11.2. Contact Lenses

The Contractor shall provide contact lenses upon the determination of medical necessity (e.g., when the vision is not sufficiently correctable with eyeglasses to maintain routine function) as clinically determined and recommended by an Ophthalmologist with the

approval of the Medical Director. SCSD does not prohibit contact lenses. The Contractor should ensure the patients have any supplies needed for them to wear lenses.

6.3.12. Services for Female Patients

6.3.12.1. General Female Services

The Contractor shall provide Services for female patients that incorporate trauma informed, gender specific approaches to treatment; emerging best practices within the field of corrections and in the community that call attention to the gender-specific, multi-dimensional needs of female Patients. The Contractor shall provide medical and mental health service delivery approaches specifically designed for women with co-occurring mental health and substance use disorders and histories of physical and sexual abuse within a trauma-informed model of care.

6.3.12.2. Receiving Screening – Additional Requirements

In addition to the Receiving Screen Services set forth in Section 6.3.4.1, the Contractor shall provide the following additional Services at each Facility:

- Inquiry into current pregnancy or past pregnancies, outcomes and termination

Laboratory testing including:

- Dipstick Urinalysis
- Blood testing for Gonococcal Chlamydia, Syphilis (for HIV positive Patients)
- Chemistry Panel
- Pregnancy testing (regardless of age of patient)
- Tuberculin symptoms (symptom check and skin testing or chest x-ray as required)

The Contractor must utilize the laboratory services of the Department of Public Health for testing related to sexually transmitted diseases. Services may be subject to fees, negotiation and terms for which the Contractor shall be responsible.

The intake nurse shall identify immediate medical and mental health issues including disposition regarding initial placement (housing) for treatment and safety. Prompt referrals shall be made for follow up care by mental health staff, OB-GYN staff or other providers as required. The Contractor shall schedule offsite referrals for mammography imaging or make arrangements with a community to provide such services onsite.

6.3.12.3. Medically Supervised Withdrawal Services – Additional Requirements

The Contractor shall address the unique needs of incarcerated women with regard to medically supervised withdrawal with special emphasis upon high-risk pregnant women.

6.3.12.4. Opioid Treatment Program

Opiate-addicted pregnant patients shall be assessed, evaluated and educated on their MAT/MOUD options. If the patient is not medically stable and not yet on MAT/MOUD, the current practice is to transfer the Patient to Boston Medical Center's Project RESPECT for evaluation and medication titration. The Contractor shall make hospital and service arrangements for opioid treatment as well as for pre and post-natal care/obstetrical Services. (Section 6.3.13.10)

6.3.12.5. Health Assessments – Additional Requirements

In addition to the Health Assessment Services set forth in Section 6.3.4.3, the Contractor shall provide the following Services at each Facility:

The Contractor shall conduct a comprehensive physical examination and health assessment on all admissions to the SCSO. This shall include but not be limited to:

- An internal exam of the reproductive system; pap, pelvic and breast exams for those patients that have not had one in the recommended period of time
- Comprehensive medical assessment and history including pregnancies, births, and pregnancy terminations
- Age of menses onset; regularity, complications and symptoms
- Sexually transmitted diseases, screening and treatment including emphasis on Pelvic Inflammatory Disease (PID), Chronic Pelvic Pain, Human Papilloma Virus (HPV), Syphilis, Genital Herpes, Chlamydia and Gonorrhea
- History of breast, ovarian or cervical cancer
- Patients shall be evaluated for HPV vaccination to prevent development of HPV and cancer, based upon the most recent recommended adult immunization schedule published by the Center for Disease Control
- Exposure to Hepatitis B and C and treatment. Hepatitis A and B vaccination as appropriate
- Current HIV status (if known) and treatment with particular emphasis on encouraging volunteer HIV testing after pre-test counseling
- Skin integrity assessment due to high incidents of Methicillin-Resistant Staphylococcus Aureus (MRSA) within a correctional facility
- Osteoporosis evaluation, bone density screening and treatment consideration within the chronic disease management model
- Tetanus Toxoid booster shall be provided for admissions with unreliable history
- Other vaccinations consistent with Center for Disease Control (CDC) recommendations for correctional facilities; and
- Trauma history
- Inquiry as to recent unprotected intercourse and education around birth control options such as Plan B/Morning After Pill

The Contractor shall collect compliance and outcome data and develop strategies to gain compliance with physical examinations (specifically internal exams) given trauma history of the female patient population. This shall include, but not be limited to, counseling by a designated Qualified Healthcare Professional trained in trauma informed care. Examinations shall be offered on a repeat basis to ensure compliance and screening.

6.3.12.6. Health Maintenance and Periodic Health Examinations

The Contractor shall provide routine and periodic examinations for female patients according to recommended guidelines below, unless otherwise recommended or guidelines are updated:

- Mammography screens shall be conducted every two (2) years for patients over the age of forty-five (45). Contractor shall comply with community standards of care regarding regularity of mammography screening
- Breast examination shall be carried out during routine periodic exams and shall include instruction to patients on self-examination
- Pap and pelvic examinations shall be conducted on an annual basis unless otherwise medically necessary. Patients diagnosed with HIV shall have pap and pelvic examinations conducted twice annually

6.3.12.7. On-Site Obstetrical (OB) and Gynecological (GYN) Services

The Contractor shall provide hospital and subcontract service arrangements at a community medical facility (such as BMC) for pre and post-natal care (including high-risk pregnancy management, MAT/MOUD maintenance/titration and delivery location) and obstetrical (OB) care Services as they are not provided by the Lemuel Shattuck Hospital.

The Contractor shall also conduct on-site weekly OB/GYN clinics as well as those required for high risk pregnancy management. Medical providers shall educate all pregnant females on all reproductive options to include termination or adoption. Patients shall be seen as prescribed by OB/GYN or an outside provider.

6.3.12.8. Obstetrical Services

The Contractor shall provide obstetrical Services for patients at BMC and/or other local hospitals as determined by need or the patient's current medical provider.

6.3.12.9. Gynecological Services & Birth Control

The Contractor shall establish and maintain on-site capability for gynecological Services. Appropriately licensed and trained staff as well as the accessibility Equipment Supplies shall be provided on-site at the Facility unless clinically contraindicated. This includes but is not limited to colposcopy.

Birth Control – Contractor shall provide any and all forms of female contraception (including but not limited to tubal, ligation IUD's, oral contraception etc.) via written partnerships with local providers (i.e., Planned Parenthood, BMC's Project Respect, etc.) at the request of patient or at the recommendation of the provider. Upon intake, should a female patient state that she recently had unprotected intercourse; the Contractor shall offer her the option of Plan B/Morning After Pill as well as all education necessary for her to make the best decision.

6.3.12.10. Pregnant and Postpartum Patients

Per MGL Chapter 127, Section 118:

<https://malegislature.gov/laws/generallaws/parti/titlexviii/chapter127/section118>

A pregnant and postpartum patient shall be provided regular prenatal and postpartum medical care at the correctional facility in which she is housed, including: periodic health monitoring and evaluation during pregnancy; the opportunity for a minimum of one (1) hour of ambulatory movement each day; a diet containing the nutrients necessary to maintain a healthy pregnancy, including prenatal vitamins and supplements; postpartum screening for depression; and written information regarding prenatal nutrition, maintaining a healthy pregnancy and childbirth. Pregnant and postpartum patients shall be provided appropriate clothing, undergarments and sanitary materials.

Prior to release, correctional facility medical staff shall provide a pregnant patient with counseling and discharge planning in order to ensure continuity of pregnancy-related care, including uninterrupted substance use treatment.

Contractor shall coordinate with the Department to make space available for postpartum patients to express breast milk via a breast pump as well as store milk and arrange pick up with family or Department of Children and Families (DCF).

6.3.12.11. Services for Transgender/LGBTQI+ Populations

Transgender patients shall be diagnosed and treated as any other medical condition and in accordance with NCCHC and ACA standards/recommendations. Contractor will work with subcontracted local specialists, as outlined in Section 6.3.3.2, to ensure the specialized treatment and care of such patients. If a patient is diagnosed with such a disorder, or has been previously diagnosed or treatment initiated, then it is incumbent upon the Contractor to assess and diagnose this condition, continue or begin treatment, as medically necessary/required. Such treatment may include, but shall not be limited to, hormone therapy. The Contractor shall not withhold treatment for such a condition that has been diagnosed. Since the Contractor has the sole discretion to make medical and mental health diagnoses, the Contractor is solely liable for a misdiagnosis of a sexual identity disorder, as is the case for any other misdiagnosis.

The Contractor shall collaborate with a local, community health provider that specialized in LGBTQI+ treatment and care. The Contractor shall utilize community standards and best practices for diagnosis, treatment and services to include reentry and discharge planning.

6.3.12.12. Health Education

The Contractor shall provide health education on a regular basis to the patient incarcerated population specific to the needs of the female patients. All patient health education videos and written materials shall be available in both Spanish and English with mechanisms for sharing of information with individuals who are illiterate or visually or hearing impaired. All training shall be documented and reported to the Contract manager in the quarterly reports.

6.3.13. Other Health Services

6.3.13.1. HIV/AIDS

The Contractor shall be responsible for all health care costs associated with the counseling, testing for and treatment of HIV, if not provided by another contract vendor or community-based program. The Contractor shall ensure the availability of trained nursing or mental health personnel regarding pre-HIV testing for patients. Personnel shall be available to assist with peer education support groups where they exist. The Contractor shall also provide a comprehensive program for HIV-infested and no-infested patients designed to inform and prevent further transmission of the disease. Treatment shall include education on the aspects of living with HIV. The Contractor shall coordinate with the SCSD HIV/ID Coordinator for education, groups, counseling, and specific discharge planning needs. Referrals may also be given to medical by the Coordinator for treatment and testing requests.

The Contractor is responsible for all medical laboratory services including supplies, forms and tests. Phlebotomy services are the responsibility of the Contractor. All sexually transmitted illnesses/diseases (STI/D) and HIV lab-work will be processed by the State Lab. It is the responsibility of the Contractor to transport the specimens and track results. The Contractor must work in collaboration with staff from the Boston Public Health Commission regarding all patients with infectious diseases. The Department shall be responsible for any drug and alcohol screens ordered by the Official. The Contractor is also responsible for all reporting required by state, local and federal officials/agencies.

The Contractor is responsible for completing and submitting Massachusetts HIV Drug Assistance Program (HDAP) applications on all patients who are HIV positive for medication reimbursement costs. Failure to enroll a patient at time of commitment will result in medication and other related costs being charged to the Contractor.

The Contractor shall comply with the referral requirements of the LSH Immune Deficiency Clinic.

The Contractor shall submit monthly HIV testing statistics, as required in the monthly statistical report (See Attachment B) to the SCSD including testing volume and aggregate positive/negative results by Facility. The Contractor shall maintain an up-to-date confidential list of all known HIV-positive patients classified into asymptomatic, symptomatic and CDC AIDS classifications.

6.3.13.2. EKG Services

The Contractor shall provide EKG services at both Facilities. The Contractor shall purchase, rent or lease all Equipment and Supplies, and perform the actual EKG tracings, to include interpretations of the reports as well as cardiologist over-read as indicated. All ischemic, dysrhythmic sub-acute abnormalities and associated health records shall be reviewed by a cardiologist.

6.3.13.3. Imaging Services

The Contractor shall provide on-site digital x-ray/imaging services at the SCSD. The Contractor shall be responsible for the provision of all supplies including chemicals and silver recovery supplies, processor cleaning, equipment preventive maintenance and repair, physicists services, sorting and storage of films and reports, scheduling appointments, imaging by a registered technician, interpretation by a radiologist and a written report. Imaging reports requiring immediate action by a practitioner shall be called in immediately. Written reports in all cases shall be submitted within 48 hours of the imaging examination. All patient images, regardless of discipline, shall be uploaded in the electronic health record.

6.3.13.4. Laboratory Services

The Contractor shall be responsible for all laboratory services, including supplies, forms and tests, except that laboratory work for sexually transmitted disease tests must be performed by the State Laboratory.

The Contractor shall be responsible for all labs related to urine and blood drug testing required for intake, medically supervised withdrawal or as otherwise clinically indicated.

The Contractor shall utilize an automated computerized system for reporting the results of laboratory work directly to the Facilities, including at least one printer per site, with Internet access for laboratory results and trends. The reporting system requirement may be incorporated within an electronic health record.

The Contractor shall obtain and maintain Clinical Laboratory Improvement Amendments of 1998 (CLIA) waivers for each location providing laboratory services.

6.3.13.5. Phlebotomy Services

The Contractor must provide all health-related phlebotomy services at each Facility.

6.3.13.6. Dialysis

The Contractor must provide dialysis services on-site at the HOC. Peritoneal dialysis may be utilized, as appropriate. Contractor shall provide all supplies and equipment, blood products and medications, including Epogen, as clinically indicated. In the unlikely event that a patient needs to be transported off site for dialysis, any and all costs attributed with such visit will be offset against the Contractor's next invoice.

6.3.13.7. Employee Health Education

The Contractor shall provide SCSD employees with an occupational health education program and all educational materials. The education shall focus on both employee and occupational health issues and patient health issues. The Contractor shall develop the content of the employee health education program in collaboration with SCSD and the training division. The topics shall include:

- Infectious diseases that arise in a correctional facility, including HIV, hepatitis, tuberculosis, influenza and MRSA
- In-service sessions that promote health and help prevent disease and exposure to disease
- Response to emergency or disaster conditions
- Adverse reactions to medications
- Intake screening
- Signs and symptoms of mental illness
- Alcohol and drug use and intoxication/withdrawal
- Suicide prevention
- Character disorder patients
- Mental health disorders
- Substance use disorders, including MAT/MOUD
- Referral of patients to health care staff
- HIPPA / 42CFR Part 2

6.3.13.8. Employee Testing and Inoculations

The Contractor will perform tuberculosis testing annually. The Contractor shall provide such services to all SCSD employees and the SCSD shall provide the vaccines. The Contractor shall ensure that all Personnel with routine and/or direct patient contact receive annual tuberculosis testing. The Contractor shall maintain an up-to-date database on all such tested SCSD employees. The Contractor shall provide the Superintendent with records such testing and inoculations provided by SCSD employees on an annual basis, or as needed for audit

purposes. The Contractor shall work with local and state health commissions to procure inoculations.

6.3.13.9. Emergency Medical Care for Personnel, SCSD Employees and SCSD Visitors

The Contractor shall provide emergency medical care on all Personnel and SCSD employees in the event of accidents or incidents requiring emergency medical response. In the event of a communicable disease event at a Facility, the Contractor shall provide exposure follow-up, contact tracing, coordination with the Department of Public Health and roll call education. In addition, the Contractor shall provide emergency medical care to all visitors and any other persons on-site at the Facilities. After the emergency, the Contractor may refer such persons to outside medical providers or facilities, or to be followed by such persons' own physicians. The Contractor shall not be responsible for any routine health care for Personnel, SCSD employees, visitors or other persons on-site at the Facilities. Medical Emergency documentation should be completed and given to the appropriate Department staff.

6.4. Patient Care and Treatment: Mental Health Services

6.4.1. Service Goals

The Contractor shall provide mental health services in accordance with NCCHC and ACA standards for patients at all security levels in accordance with need. The Contractor shall provide mental health services with the goals of improving patients' overall well-being and level of functioning within the correctional environment. The Contractor shall utilize a variety of evidence-based treatment modalities stressing assessment, treatment, education and management of mental health disorders and developmental disabilities. Treatment services shall include but not be limited to:

- Initial appraisal
- Comprehensive evaluation
- Psychological and neuropsychological testing (if deemed necessary)
- 24-hour emergency services
- Crisis intervention and stabilization (including PREA-related intervention)
- Individual and/or group therapy, including Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, and dual diagnosis treatment
- Trauma informed care
- Psychiatric services and pharmaceutical management
- Screening for Intellectual functioning
- Outpatient behavioral management treatment plans for patients with a character pathology and personality disorder diagnosis
- Discharge planning

6.4.2. Mental Health Services

The Contractor shall provide mental health screening, referral, evaluation and treatment services to the incarcerated population. The Contractor shall utilize forms that are in compliance with NCCHC and ACA standards as well as approved by the SCSD for this purpose and consistent with the requirements set forth herein.

6.4.2.1. Admission Services

6.4.2.1.1. Receiving Screening

The Contractor shall provide each patient admitted to SCSD with a mental health screening by a properly trained Qualified Health Care Professional upon intake through the mental health portion of the receiving screening.

6.4.2.1.2. Mental Health Screening and Evaluation

The Contractor shall provide all newly committed patients with an initial mental health screening by a Qualified Mental Health Professional or Mental Health Staff including mental health and suicide assessments, as soon as possible, but within 24 hours after commitment. The mental health screening form shall be documented in the health record.

The mental health screening provides the initial baseline of information for further mental health care and planning and inquiries into a number of areas including but not limited to:

- Psychiatric hospitalization and outpatient treatment
- Substance use hospitalization(s) and treatment
- Medically supervised withdrawal and outpatient treatment
- Current suicide ideation and past suicidal behavior
- Violence potential
- Victimization
- Special Education placement
- Cerebral trauma or seizures
- Sex offenses including sexually abusive and predatory behavior
- Current and past use of psychotropic medications
- History of drug and alcohol use
- History of self-injurious behavior
- History of physical or sexual trauma
- History of special education placement or documented learning disorders
- Review of psychosocial history
- Review of history of head injury or seizures
- Assessment of current mental status and condition

- PREA
- Track and notify SCSD staff, in writing within twenty-four (24) hours of intake, of all individuals incarcerated for the first time

The initial mental health screening shall include a gross assessment of intellectual functioning, with follow-up referral for individual intelligence testing if warranted. All patients shall receive a mental health screening; patients with positive screens are referred to Qualified Mental Health Professionals for further evaluation. The mental health screening form shall include the disposition of the patient and the need for further evaluation and treatment. The disposition shall include the need for referral for a comprehensive evaluation, initial treatment planning and/or referral to a psychiatrist. If there is no need for further evaluation or treatment, the patients shall be provided with detailed information regarding how to access mental health services from a mental health professional.

The mental health screening shall include the identification of any special need based upon long-term mental illness or a significant developmental disability that impairs the patient's ability to adapt to or adequately function within the correctional environment. Appropriate testing and programs shall be administered to patients identified as developmentally disabled.

With a patient's signed consent/authorization for release of the information, the Contractor shall obtain all prior treatment records of patients who have had prior psychiatric hospitalization, outpatient mental health care, substance use disorder treatment or sex patient treatment.

6.4.2.2. Mental Health Referrals

In addition to a referral subsequent to receiving a screening assessment or mental health screening, a patient may be referred for a mental health evaluation at any time during their incarceration on the basis of a mental health crisis, including suicidal threats or behavior and the display of the signs and symptoms of mental illness. Referral sources shall include self-referral by the patient and referral at the request of any SCSD or Contractor staff. All mental health referrals shall be triaged by a Qualified Mental Health Professional within twenty-four (24) hours or the next business day after the referral.

The Contractor shall classify each mental health referral as (1) emergent, (2) urgent or (3) routine, and enter the referral in the Sick Call Request/Mental Health Referral in the HER. Emergent and urgent referrals require an immediate verbal referral to a Qualified Mental Health Professional in addition to placement on the Sick Call Request/Mental Health Referral Log. The appropriate level of patient monitoring must be implemented to ensure

that the individual remains safe. The mental health referral authorized monitoring status and the response shall also be documented in the health record.

6.4.2.3. Mental Health Evaluations

If an initial mental health screening reveals that a patient may require ongoing mental health treatment or services, a Qualified Mental Health Professional shall complete a mental health evaluation within seven (7) days of admission to one of the facilities as well as ensure medication continuance from the community if indicated and appropriate. Exceptions may be made, but must be in accordance to NCCHC and ACA standards.

The mental health evaluation shall include and build upon the baseline assessment established in the mental health screening, and shall include, but not limited to:

- A psychosocial history and history of current complaint
- A formal mental status examination
- Specific assessment and documentation of suicidal risk and risk to others
- Assessment of level of intellectual functioning
- Assessment or referral for assessment of organically based impairment
- Assessment for SMI designation
- A diagnostic impression stated in terms of a coded diagnosis appearing in the current edition of the DSM

Along with the required assessment and diagnosis, the Contractor shall obtain further psychological, neurological, medical and laboratory assessments.

The mental health evaluation shall be completed prior to and in preparation of an individualized mental health treatment plan.

6.4.2.4. Serious Mental Illness

In accordance with Chapter 69 (CRJA) section 86 defines “Serious Mental Illness (SMI) as a current or recent diagnosis by a qualified mental health professional of one (1) or more of the following disorders described in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders: (i) schizophrenia and other psychotic disorders; (ii) major depressive disorders; (iii) all types of bipolar disorders; (iv) a neurodevelopmental disorder, dementia or other cognitive disorder; (v) all types of anxiety disorders; (vii) trauma and stressor related disorders; or (viii) severe personality disorders; or a finding by a qualified mental health professional that the prisoner is at serious risk of substantially deteriorating mentally or emotionally while confined in restrictive housing, or already has so deteriorating while confined in restrictive housing, such that diversion or removal is deemed to be clinically appropriate by a qualified mental health professional.”

6.4.2.5. Treatment Plan

6.4.2.5.1. Initial Treatment Plan

The initial treatment plan for mental health intervention and services shall be developed at the time of either the mental health evaluation as dictated by need or at a subsequent mental health contact. The initial treatment plan shall be documented on a designated treatment plan form and filed in the health record. Upon a determination that the patient should be an open case for mental health treatment, a comprehensive individualized treatment plan shall be completed within thirty (30) days.

6.4.2.5.2. Treatment Plan

A treatment plan shall be developed in conjunction with the mental health evaluation for those patients identified in need of ongoing mental health services. The treatment plan shall include at least the following:

- DSM-5 (or current edition) diagnosis
- Mental health classification code and subcodes
- Assessment for SMI designation
- Problems and needs relevant to acceptance for services expressed in behavioral and descriptive terms
- The patient's strengths and skills
- Treatment goals and time guidelines for accomplishing goals
- Frequency of sessions
- Treatment modality
- An approach to providing services and meeting challenges specific to functioning within the corrections environment
- Clearly defined staff responsibilities and assignments for implementing and maintaining the plan
- The date that the plan was last reviewed or revised
- The signatures of the Mental Health Director and psychiatric provider who reviewed the plan or subsequent revision(s)
- Documentation of the patient's signature, explanation why the signature was not obtained

The treatment plan shall be reevaluated upon changes to the patient's status. At a minimum, the treatment plan shall be updated and shared with the patient every ninety (90) days for the first year or more frequently if clinically indicated.

6.4.2.6. Case Management of Open Mental Health Cases

The Contractor shall assign a Mental Health Clinician (MHC) for case management services for each patient with an open mental health case.

Case management services shall include, at minimum:

- Face-to-face contact and interaction with the designated MHC in accordance with the patient's Mental Health Classification and Treatment Plan
- Monitoring the adequacy and appropriateness of treatment services provided
- Provision of input to SCSD staff regarding discipline, restrictive housing/SMI designation, need for suicide or mental health watch, housing, work and classification

6.4.2.7. Group Therapy

At each SCSD Facility, the Contractor shall provide weekly group therapy as the primary treatment modality when clinically appropriate. Group therapy shall consist of a variety of approaches, including, but not limited to, cognitive behavioral therapy, dialectic behavioral therapy, psychoeducational therapy, trauma informed care, gender responsive treatment, substance use disorder therapy, dual diagnosis treatment, LGBTQI+, and other best practices and evidence-based practices that have proven to be effective in the correctional setting. The Contractor shall provide the Department with a group schedule proposal within sixty (60) days after the commencement of the contract.

6.4.2.8. Consultation

The Contractor shall provide explicit guidelines for timely and appropriate psychiatric consultation for the Facility's mental health clinicians, as well as guidelines for timely and appropriate peer supervision.

6.4.2.9. Crisis Intervention and Emergency Response

The Contractor shall provide crisis intervention, clinical restraints and seclusion, use of emergency antipsychotic medication, mental health watches and referrals for inpatient psychiatric hospitalization as deemed clinically necessary.

Emergency mental health treatment shall be available on-site or by on-call services twenty (24) hours per day, seven (7) days per week. The Contractor shall provide the Contract Manager with the monthly on call schedule prior the first of each month.

6.4.2.10. Restrict Housing (Formerly Segregation) Services

In accordance with Chapter 69 (CJRA) Section 93 requires that "prior to placement in restrictive housing, the patient shall be screened by a qualified mental health professional to determine if the patient has a serious mental illness or restrictive housing is otherwise clinically contraindicated based on clinical standards adopted by the department of correction and the qualified mental health professional's clinical judgment. A qualified mental health professional shall make rounds in every restrictive housing unit and may conduct an out-of-cell meeting with a patient for whom a confidential meeting is warranted

in the clinician's professional judgement. Patients shall be evaluated by a qualified mental health professional in accordance with clinical standards adopted by the department of correction and the qualified mental health professional's clinical judgment to determine whether the patient has a serious mental illness or restrictive housing is otherwise clinically contraindicated."

The Contractor shall provide the following in regard to restrictive housing, including but not limited to the following:

- Notification to SCSD staff of (Serious Mental Illness (SMI)) designation as well as input such designation in the Department's Patient Management System
- Mental Health staff must complete an evaluation for restrictive housing placement
- An assessment for current status and contraindications
- Interactive wellness rounds to be performed weekly for every patient in restrictive housing as well as more frequent rounds on those designated SMI
- Individual and/or group treatment of patients in restrictive housing

6.4.2.11. Co-Occurring Mental Health Substance Use Disorders

The Contractor shall provide treatment services by a Qualified Mental Health Professional with knowledge and training in co-occurring mental health and substance use disorders for patients identified with co-occurring mental health and substance use disorders. These services shall include:

- Services focused on the integration of treatment programming by addressing the patient's mental health and substance use disorders simultaneously
- Each type of disorder shall be treated as a primary disorder, with a focus on understanding how they interact with each other
- Psychosocial problems and skill deficiencies shall be addressed with individualized programming, created through comprehensive assessment and consultation with the patient
- Medication when clinically indicated and MAT/MOUD treatment services
- Interventions shall be designed for the particular setting as well as gender specific and trauma informed
- Treatment shall be integrated with personal recovery groups
- Attention shall be paid to discharge planning and extending treatment services into the community upon the patient's release from custody

6.4.2.12. Progress Notes

Progress notes shall be documented in the health record for all open mental health cases the day of each clinical contact and at a frequency dictated by the patient's condition, status and level of care, and shall include, at a minimum:

- Documentation of treatment plan implementation and progress
- Documentation of all treatment provided to the patient
- Chronological documentation of the patient's clinical course
- Descriptions of each change in the patient's condition
- Documentation of the current status of suicidality or violence behavior with history of all attempts of suicide and self-mutilation

Progress notes shall be comprehensive and entered into the EHR, with the date and time indicated, and signed by the Qualified Mental Health Professional. All entries shall be in the "DAP" (Data Assessment Plan) format with all subjective interpretations supplemented by a description of actual behavior observed or reported. Plans shall include individual specific recommendations based on clinical contact and mental health classification. All entries shall be entered into the EHR no later than the end of the Professional's shift on the day of treatment.

6.4.2.13. Assessment and Diagnostic Services

The Contractor shall use currently accepted methods, actuarial and other instruments, and/or materials. Assessment and diagnostic services shall meet established standards or educational and psychological testing outlined by the American Educational Research Association and the American Psychological Association.

The primary purpose of the assessment shall be to determine the level of treatment and the specific areas of clinical focus on which to base the patient's treatment plan. The assessment shall include, at a minimum, a thorough psychosocial history, sexual history, history of sexual offending, a measure of denial and motivation for treatment, substance use history, cognitive functioning and personality testing. Based upon the results of this assessment, further specialized testing may be indicated and may include screening for psychopathy, a special needs evaluation and/or a mental health evaluation. An assessment shall include a comprehensive review of the patient's medical and mental health record, criminal records including law enforcement reports, transcripts and other documents detailing the patient's criminal activity and, if available, community treatment records. The assessment shall also include treatment recommendations, and qualitative. The assessment may include the use of standardized questionnaires and inventories that have sound statistical properties (validity, reliability, relevance) and that are accompanied by a body of published research to support their use with this population.

6.5. Patient Care and Treatment: Pharmacy Services

The Contractor shall utilize the State Office for Pharmacy Services (SOPS) for all pharmaceutical services at all Facilities and shall order directly from SOPS. Any costs for over the counter (OTC) medications, treatment needs, etc. are the sole responsibility of the Contractor. At the start of the contract, the Contractor should have agreements/contracts in place with Cardinal Health, or another vendor(s), to ensure adequate stock and supplies.

The Contractor shall be solely responsible for the prescribing of medications. SCSD will pay the invoice amount as an offset to future billing to the Contractor.

6.5.1. Pharmacotherapy

6.5.1.1. Intake Assessment

If a patient is admitted to the facility on medications for psychiatric or medical reasons, information must be collected by the intake nurse that includes:

- 1) Patient ID #
- 2) Patient's allergies to medications
- 3) Medications prescribed to the patients
- 4) Frequency of administration of those medications that patient has been taking (including PRN meds)
- 5) Time of last dose
- 6) Duration of prescribed orders
- 7) Current clinical withdrawal information of the patient (for both illegal drugs and controlled substance medications)
- 8) Name of pharmacy that last filled the prescriptions detailed above
- 9) Verify all current and active prescriptions within twelve (12) hours to include utilizing MassPat (Massachusetts Prescription Awareness Tool) and Prescription Monitoring Program (PMP) to confirm controlled substance prescriptions
- 10) Length of time patients has taken his/her medications
- 11) Any special condition as it relates to medications and continuance of medications in a correctional facility (i.e., pregnancy, clinical withdrawal, substance use, medical medications and special attention to the medications used for dual purpose medical/psychiatric)
- 12) Note and documentation if patient is returning from a DMH facility

Prescribers have the right to discontinue medications or provide a therapeutically equivalent alternative based on clear and defined clinical parameters and correctional health care standards. All adjustments to prescribed medication regimens must be clearly documented and be available for review by all practitioners and clinical staff.

Patients with a verifiable history of current medication use upon intake shall have those medications continued by a prescribing provider, unless a progress note, written by the provider (by on-call if necessary, based on time of day of the intake) or by a nurse citing a telephone order, indicates the rationale for substitution or discontinuance.

6.5.1.2. Prescription Practices

Medication shall be prescribed by Qualified Health Care Professionals and Qualified Mental health Professionals with prescriptive privileges as allowed by law (e.g., psychiatrist,

physician, nurse practitioner, physician assistant, psychiatric nurse practitioner). The prescribing provider shall see the patient and be familiar with the case history, or in an emergency by at least familiar with the case history through health record review.

Medical physicians/providers may initially order psychotropic medications to avoid lapses in medication therapy, or for emergency purposes, or when the medication addresses problems related to physical symptoms. Subsequent orders shall be preceded by a documented consultation with a psychiatrist.

All patients reporting psychiatric medications at intake must be reviewed with the on-call psychiatric practitioner at time of the admission, with backup documentation noted in the health record. The practitioner must review and evaluate the medications reported, time of last dose and verification of the information with the prescribing practitioner or dispensing pharmacy. The psychiatric practitioner must determine continuance, adjustment or substitution of medications where possible, and indicated, for the use in a correctional setting. Written orders as well as verbal/telephone orders must include documentation resulting in continuation of the incoming medication order or the patient's new psychiatric medication and rationale for medications not given or changes for alternative medications, and ensure timely medication administration.

All orders for other medications for a psychiatric purpose shall be ordered by a psychiatrist, physician, nurse practitioner, physician assistant, or a psychiatric nurse practitioner.

6.5.1.3. Discontinuation

Only psychiatrists, physicians, nurse practitioners, physician assistants, advanced practice RNs or psychiatric nurse practitioner practicing in an expanded role under the supervision of a psychiatrist may order the discontinuation of psychotropic medication. All prescribing Qualified Health Care Professionals and Qualified Mental Health Professionals shall see the patient prior to discontinuing the medication. **Any patient that has been discontinued of a prescription subsequent to their initial intake must meet with the prescribing provider within one (1) week/seven (7) days of discontinuance.**

6.5.1.4. Documentation

Any order initiating, modifying, or discontinuing psychotropic medication shall have a corresponding progress note, and shall be reflected in the treatment plan. The progress note shall document the diagnosis, target symptoms, including documentation that the patient was educated about the risks and benefits of the psychotropic medication. In addition, any order for antipsychotic medication shall require documentation in the health record of the patient's informed consent and an Assessment of Involuntary Movement Scale (AIMS). The AIMS shall be repeated every ninety (90) days or upon evidence of potential side effects.

6.5.1.5. Monitoring

Each patient receiving psychotropic medication shall be seen by the prescribing Qualified Mental Health Professional at least every ninety (90) days, or more frequently as clinically required. The following shall be discussed and noted in the health record:

- Diagnosis
- The reason medication is being given, i.e., target symptom
- The appropriateness of the current medication and dosage
- Any implications for care relating to the current mixture of medications
- Any signs of tardive dyskinesia or other serious side effects
- Consideration of the choice of liquid, IM, orally dissolvable or crushed preparations for patients who do not reliably ingest other oral forms or for whom the hoarding of potentially harmful doses is likely
- The rationale for any dosing changes, medication and discontinuation orders

Laboratory and diagnostic tests ordered by a Qualified Health Care Professional or Qualified Mental Health Professional to monitor and better manage the therapeutic effect of psychotropic medication shall be ordered through the Contractor's subcontracted laboratory services.

6.5.2. Pharmacy Requirements

The Contractor shall require their Personnel, including but not limited to physicians, psychiatrists, physician assistants, advanced practice RNs, nurse practitioners, clinical nurse specialists and dentists to comply with all Department of Public Health Drug Enforcement (DEA) rules and regulations governing the prescribing and administration of legend drugs including controlled substances. Such compliance shall include the following:

- Adhere to the policies and procedures developed by the Massachusetts Board of Pharmacy, SOPS and the Contractor
- Comply with generally recognized practices of medication prescribing and to adhere to medication guidelines promulgated from time to time by the Pharmacy and Therapeutics Committee
- Properly utilize the approved formulary developed by the Contractor, in collaboration with SOPS, including the procedures governing the process for non-formulary review and approval
- Maintain proper and current Massachusetts Controlled Substance Registration and federal controlled substance registration
- Ensure that there is full clinical documentation in the patient health record for each medication ordered
- Periodic report must include the number of patients who (1) failed to show for medication pass, (2) actively refused medication and (3) did not receive medication because the medication was not available.

6.5.3. Over-the-Counter Medication

The Contractor shall provide over-the-counter (OTC) medication for distribution in accordance with the established nursing protocols and approved OTC lists. The Contractor may order such OTC items from SOPS in patient-specific blister cards or through the medical supply vendor in bulk format based on clinical need.

The SCSD may consult with the Contractor regarding the type of OTC products to be offered through the Facility canteen/commissary. Such OTC medication shall be approved in writing, including periodic additions/deletions, by the Contractor and the SCSD.

Approved OTC medication recommended (not prescribed) by a Qualified Health Care Professional may be supplied through the Facility canteen/commissary for patient purchase and self-administration. The availability of a particular OTC product on canteen/commissary shall not relieve the Contractor of its obligation to provide said product if the product is being provided in accordance with a nursing protocol or provider order. The cost of all OTC medication is the responsibility of the Contractor. Upon commencement of the contract, the Contractor shall have agreements in place for procurement and delivery of necessary medications.

6.5.4. Unused Medication

The Contractor shall ensure that any patient specific unused medication is not reissued. Under certain conditions, SOPS is authorized by the Drug Control Program (DCP) of the Massachusetts Department of Public Health to Permit “return an reuse” of designated medications in full unused conventional blister cards and full or partial nonconventional (each blister drug dose labeled with name/strength/lot number/expiration date) blister cards. SOPS will credit the SCSD for the cost of such medication returned to the SOPS pharmacy in full or partial unused nonconventional blister cards as noted herein. Notwithstanding this provision, the Contractor shall destroy such medication if it has been out of the nurses’ control. The Contractor shall make the necessary provisions for the destruction of stock controlled substances according to Massachusetts law.

6.5.5. Sharps and Supplies; Biohazardous Waste

The Contractor shall provide hypodermic supplies, including needles, syringes and disposal containers that are tamper-proof and puncture resistant. The Contractor shall adhere to all applicable federal and Massachusetts requirements pertaining to these items and the maintenance, accountability and disposal of all items that are subject to abuse. The Contractor shall be responsible for appropriate sharps control, including storage and disposal of needles and syringes with appropriate documentation. The Contractor shall be responsible for all biohazardous waste disposals of materials generated by health services operations.

6.5.6. Pharmacy and Therapeutics Committee

The Contractor shall coordinate with SOPS, the development of a Pharmacy and therapeutics Committee to include the HAS, Medical Director, Mental Health Director, Director of Nursing and SOPS representatives. The Pharmacy and Therapeutics Committee shall meet quarterly or as otherwise scheduled by the Contractor. The Pharmacy and Therapeutics Committee is responsible for additions and deletions to the formulary, monitoring nonformula medication usage, monitoring usage of pharmaceuticals including psychotropic and infectious disease medications (with emphasis on psychotropic medication management and the elimination of polypharmacy practices), HIV and hepatitis C (HCV) management and identifying prescribing patterns of practitioners. The written minutes of all Pharmacy and Therapeutic Committee meetings shall be maintained by a SOPS pharmacy representative and shall be submitted to, and maintained by, the HSA.

6.5.7. Formulary

The Contractor must have an established formulary that is developed and maintained by the Pharmacy and Therapeutics Committee. The Contractor shall ensure that the formulary is adequate to provide patients with efficacious and cost-effective medications that meet their needs for the treatment of disease and alleviation of suffering. The formulary shall be reviewed and updated at the Pharmacy and Therapeutics Committee meeting quarterly or as otherwise scheduled by the Contractor.

Off-formulary medication orders are to be immediately forwarded to the utilization review process for consideration. The off-formulary order review must be timely and conducted in a manner that focuses on patient clinical needs.

Contractor shall assign a team of no less than two (2) Medical Professionals to analyze and report on SOPS procurement and advise on a monthly basis, when medically appropriate, the purchase of a less expensive prescription (i.e. generic prescriptions). Contractor will then implement these recommendations into its procurement procedures.

6.5.8. Pharmacy Policies

The Contractor shall utilize policies and procedures that ensure the timely delivery and distribution or administration of all formulary and nonformulary medications when prescribed by a licensed practitioner for the individual care of a specific patient when medically necessary, and based on sound medical and scientific information. Only qualified licensed nursing personnel shall perform medication administration tasks, acting within the scope of their licensure.

6.5.9. Medication Delivery Requirements

Pharmacy deliveries from SOPS are available to SCSD facilities six (6) days per week. The Contractor shall supply all medications within thirty-six (36) hours of the generation of the order Monday through Friday, and for Saturday delivery. The Contractor shall obtain and administer all STAT prescription orders within eight (8) hours of the order being generated. STAT orders are those orders that require immediate administration. The Contractor shall be responsible for all pharmacy delivery costs associated with STAT deliveries. The Contractor shall utilize the SOPS web-based system for reconciling the medication manifest with the medication received to ensure accuracy of delivery.

In the event that SOPS cannot provide medication delivery and/or the medication is unavailable, the Contractor shall procure such STAT or Life Saving Medication through local pharmacies within three (3) miles of each facility to ensure timely delivery medication. The Contractor must have agreements in place with local pharmacies at the commencement of the contract.

The Contractor shall ensure that the level of properly trained health care staff is maintained at sufficient levels for the administration, distribution, receipt and management of medications and is commensurate with the requirements of each Facility, so as to facilitate timely and efficient medication administration.

6.5.10. Medications Available On-Site

The Contractor shall establish an approved list of on-site stock medication for STAT dose capability for use as a starter dose and for emergency needs. For certain medical conditions, as determined by the licensed health care practitioner, medication must be administered as quickly as possible. Such medications shall be taken from stock supplies so as to start the recommended treatment regimen without having to wait for the patient-specific package to be delivered. When the supply of medication arrives from the pharmacy, subsequent dose shall be taken from the patient's individual supply.

The Contractor shall establish mechanisms to supplement on-site stock medications for the immediate delivery from local agreed-upon pharmacies of STAT orders not in stock at the Facility, in the event that the provider or on-call physician identifies that the prescribed medication, or clinically appropriate substitution, is not available on-site within the existing stock or available from SOPS. The Contractor shall ensure that STAT starter dose or emergency dose capability is maintained to ensure adequate supplies of stock medication at each clinic site.

The Pharmacy and Therapeutics Committee shall determine a listing of all on-site stock medications and these shall be standardized to the extent feasible, consistent with rules and regulations of Massachusetts PDH and Massachusetts Board of Pharmacy, and consistent with the facility mission. The Contractor shall implement a process for the ongoing accountability of all stock medication.

6.5.11. Keep-on-Person Medications (KOP)

If acceptable by SCSD administration and the Superintendent, Contractor may provide a KOP medication program. KOP medications shall be delivered to patients on the same day that they are received at the Facility, but no later than the subsequent day if the medication delivery occurs on second shift or when health care personnel are not on-site. Through this process, patients will be able to manage their own medications, typically in tablet/capsule form, as directed by the prescription order. When KOP medication is delivered to a patient, the nurse shall record it on the Medication Administration Record. A patient may possess multiple KOP medications but not more than a thirty (30) day supply of any single medication.

The Contractor shall implement an efficient process for KOP renewals that eliminates gaps in self-administration due to the medication(s) not being available to the patient. The Contractor shall develop, implement and maintain a KOP monitoring process in order to assess compliance with prescription orders.

6.5.12. Medication Administration Training Requirements

The Contractor shall provide in-service training to health care Personnel at the Facilities regarding matters of security, accountability, common side effects, administration, renewal process and documentation of administered medications.

6.5.13. Medication Control and Accountability

The Contractor shall comply with SCSD's policies and requirements regarding the security and accountability of medications, with an emphasis on controlled substances. The Contractor shall establish policies and procedures to ensure count procedures, documentation of any off-counts and "waste," and key control practices, and to ensure documented weekly supervision of these practices. The Contractor shall provide the SCSD with a monthly reporting of medication count discrepancies and immediate notification of narcotic-related off-counts and other significant medication-related occurrences. **Each Facility is equipped with an Omni cell that is to be utilized for all medication, sharps and key control.**

6.5.14. Pharmacy and Medication Inspection Requirements

SOPS provides the Department a certified pharmacy technician under the supervision of a licensed pharmacist to conduct quarterly inspections of all areas within the Facilities where medications are maintained. Inspection includes, but is not limited to, the expiration dates, security, storage, sharps management, medication disposal, review of medication administration records and the medication discrepancy and wastage reports. Reports are submitted to the Health Service Administrator and the SCSD administration.

Following receipt of the report, the Contractor shall conduct and complete any corrective action necessary to resolve identified deficiencies at either Facility within thirty (30) days, or sooner,

based upon the severity of the infraction. The Contractor shall conduct a follow-up review to ensure compliance with corrective action plans.

6.5.15. Release Medications

To ensure continuity of care upon release, the Contractor shall provide patients being released with a supply of their prescribed medications (according to the criteria below), including psychotropic medication, and an adequate supply of insulin syringes when indicated. The Contractor may provide a prescription(s) in addition to the actual medications upon release. The Contractor shall implement ePrescriptions or the ability to call in prescriptions to area pharmacies at the commencement of the contract. The release medication shall be provided in child-resistant packaging with patient-specific labeling or in blister packs if providing remaining medication. All patients shall be instructed as to the potential hazards medications pose to children and measures that can be taken to prevent harm. The instruction and patients signature is to be documented in the health record.

Continuity of Care Criteria:

- a. A minimum of ten (10) days' worth of medication for all straight releases to home, or when appropriate, the remainder of the blister pack
- b. A minimum of thirty (30) days' worth of medication for all parolees and patients being transferred to Halfway Houses, programs or pre-release programs
- c. A bridge prescription for MAT/MOUD (buprenorphine) for no less than seven (7) days, unless medically necessary
- d. All prescribed medication shall remain on-site for seven (7) days after the release of the patient as they may return to pick it up
- e. A last dose letter must be provided for those patients prescribed Methadone or Buprenorphine.

6.5.16. Medication Order and Delivery Documentation Requirements

The Contractor shall ensure that all medication orders are placed and maintained in the health record. Orders for OTC or legend medications shall include the clinical indication for all orders and the diagnosis (e.g., DSM-5 diagnosis). The reason for any changes in dose or medication shall be documented in the health record. All medication refusals shall be documented on the appropriate medication administration and/or refusal forms to be signed by the patient at the time of refusal. The Contractor shall utilize the SOPS web-based pharmacy ordering system for ordering and refilling medications. All telephone and verbal orders shall be co-signed by the ordering practitioner or designee during the next clinic shift, but not to exceed seventy-two (72) hours after the order is written. Transcription of all medication orders shall occur within the shift that the order is written preferably or within a period not to exceed eight (8) hours.

6.6. Patient Care and Treatment: Reentry and Discharge Planning Services

The Contractor shall cooperate with the SCSD on patient reintegration initiatives. The Contractor shall develop and administer a coordinated program of medical and mental health discharge planning to ensure that each patient who is in need of continued care at the time of release from custody is linked with appropriate community agencies that offer such care. Medical and mental health discharge planning starts during the intake process continues throughout incarceration and shall be in conjunction with the SCSD's transitional planning process. Medical discharge planning staff shall meet with all patients ninety (90) days prior to their release to begin release plan as well as coordinate with their assigned caseworker and program staff.

At a minimum, medical discharge services shall include:

- MassHealth enrollment applications should be completed and submitted to MassHealth on all patients entering the facility. The Contractor shall provide a weekly list to SCSD designated staff of the necessary/required MassHealth enrollment information.
- Attendance at SCSD release planning meetings and clinical case conferences by the Health Service Administrator (or designee), the Mental Health Director (or designee) to ensure all patients reentry needs are in progress and/or completed.
- Scheduling post-release appointments with community providers, of the patient's choice and geographic location including, but not limited to, care for acute and chronic illnesses, mental health and substance use disorder services and victims of sexual abuse to include signed refusals from patient refusing discharge planning services.
- Referrals to community based addiction and medication assisted treatment programs to include signed refusals from patients refusing discharge planning services.
- Referrals for service and completion of applications for service from the Department of Mental Health (DMH) for those patients who appear to meet DMH eligibility criteria or are DMH clients
 - Mental Health staff is to coordinate with DMH for discharge planning for all patients under DMH care to include, but not limited to, release plans, housing, appointments, medication needs, etc.
- Referrals for service and completion of application for services from the Department of Developmental Services (DDS) for those patients who appear to meet DDS eligibility criteria
- Assistance for patients with special needs, including, but not limited to, dialysis, mobility impairments, sensory impairments, cognitive impairments, and need for assistive devices (e.g., wheelchairs)
- Identification of patients with medical and mental health conditions who would qualify for MassHealth disability and completion of the Disability Supplement Application

6.7. Patient Care and Treatment: Exclusions

6.7.1. Service Exclusions

The Contractor shall be under no obligation to provide or pay for the following types of services:

- Cosmetic surgery
- Elective care that, for the purposes of this Contract, shall mean care which if not provided would not, in the opinion of the Medical Director, cause the patients' health to deteriorate or cause definite harm to well-being. The term "Elective Care" as used herein shall not include care that is required to provide a reasonable accommodation for a patients' with a physical or mental impairment
- Care, treatment or surgery determined to be experimental in accordance with accepted medical standards
- Other procedures or care that are not generally medically accepted
- Neonatal or newborn care (prenatal and obstetric services shall be provided)

6.8. Patient Care and Treatment: Utilization Management

6.8.1. Utilization Management

6.8.1.1. General

The Contractor shall provide a utilization management system including a preauthorization system for diagnostic tests, off-formulary medication, therapeutic treatments, and referrals for specialty services, surgery and other procedures.

6.8.1.2. Hospital Claims Management

The Contractor shall manage and maximize the eligibility and enrollment of all patients receiving inpatient services into the Medicaid (MassHealth) system. The Contractor shall provide the SCSD with a quarterly summary of its aggregate hospitalization costs by hospital with the actual claims that were paid to the hospital and by the Contractor. This shall include any payments made by Medicaid or other third-party payer for inpatient hospitalization and to LSH or other hospitals for basic inpatient/outpatient care.

6.8.1.3. Specialty Services Utilization Management

The Contractor shall record the following events in real time in the EHR:

- Initiation of specialty referral
- Utilization review
- Appointments
- Patient condition, status and outcome

The Contractor shall utilize a Specialty Referral Request form. Said form is to be utilized each time a Contractor primary care practitioner writes a request for a specialist consultation. Specialty physicians and/or specialty clinics may be located at LSH or at any other external health care facility or specialist utilized from time to time by the Contractor.

The specialty request form shall be filed and maintained in the health record. The Contractor shall maintain an electronic logging system for tracking and monitoring specialty consultation requests for each Facility that includes: the patient name, referring physician, date of referral, action taken on the request by the approving authority, date of specialty clinic appointment, result of consultant review, summary of alternative treatment plans and the date the patient is notified of the disposition of the consultation request.

6.8.1.4. Specialty Services Utilization Management

The Contractor shall generate computerized utilization review reports that include drug utilization review and statistical information by drug and prescribing authority, number of prescriptions (formulary and off-formulary) and doses dispensed. Reports shall include comprehensive patient drug use evaluations that permit the review of medication profiles based on orders processed by the pharmacy. The Contractor shall use said drug use evaluations to identify any patterns of prescribing practices in need of review, and then take appropriate action if warranted with individual practitioners.

6.8.2. Risk Management

6.8.2.1. Grievance System

The Contractor shall develop and implement an informal grievance process that is to be utilized by the patient to mitigate issues prior to submitting a formal grievance to the SCSD. Contractor shall abide by the SCSD s.491 grievance policy.

6.8.2.2. Risk Management Program

The Contractor shall develop and implement a risk management program that includes:

- Proactive risk assessment and hazard identification as part of the CQI program
- Develop plans, policies and procedures for quality improvement initiatives and implement actions to reduce future risk
- Provide timely internal and external reporting, investigation and response to incidents
- Develop practices aimed at minimizing errors and adverse effects
- Record keeping and confidentiality
- Aggregation and trending of data for program evaluation and planning provided to the Superintendent

6.8.3. Off-Site Provider Network

The Contractor shall establish and utilize a network of off-site providers and hospitals to deliver the appropriate level of services in the most cost-effective manner.

6.8.4. Preventative Health Measures for All (Employees, Patients, Visitors and Volunteers)

6.8.4.1. Pandemic Plan

Contractor shall have a detailed written pandemic plan at the commencement of the Contract. The plan shall include:

- Agreement with local medical facilities and/or labs for the most up-to-date tests with rapid resulting, to include but not limited to testing kits/supplies, courier or transportation plan for tests/specimens to lab, and result notification to required Department staff
- Isolation and reintegration plans for infected or suspected cases
- Isolation and reintegration plans for individuals may have possibly been exposed at medical appointments, hospitalizations, court appearances, transportation, etc.
- Medication pass plan and mental health rounds for possible quarantined areas, units, buildings, etc.
- Sign and symptoms assessments and written documentation of assessment for patients being released to community programs
- Necessary and required notification to the local and state Departments of Public Health
- Any statistical reports required by the Department and/or other reporting agencies
- Plan to secure and provide vaccines/therapeutics as appropriate to the patient population

6.8.4.2. PPE, cleaning and sanitizing supplies

Contractor is responsible to have ample supplies and/or stockpile of all necessary PPE for all contract staff as well as the patient population that may be possibly infectious or resulted positive for an infectious disease/virus. Contractor must also procure cleaning and sanitizing supplies appropriate for medical settings to ensure examination and patient areas are cleaned after each use.

6.9. Staffing and Personnel Requirements

Current on-site health care staff shall be provided first right of refusal for employment.

6.9.1. Staffing Matrix/Requirements

The Contractor agrees to staff the facilities with the staffing requirements as outlined below and as attached as Attachment J and Attachment K. This Staffing Matrix is at the sole determination

of the SCSD and may be changed upon thirty (30) days prior written notice to the Contractor. If the Contractor determines that there is an operational need to change or modify the staffing plans, it must be mutually agreed upon in writing with the SCSD, prior to implementation.

The Contractor shall utilize the current nursing staff that is employed by the Department and assigned to the Suffolk County Jail. The employed nurses shall work under the direction of the Contractor, and the Contractor's medical judgment shall control in all situations. The Department reserves the right to hire additional employed nurses (RNs and LPNs) at its discretion for staffing.

The goal of this RFR is to identify the most advantageous proposal to the SCSD from a responsive and responsible Bidder to achieve proper administering of comprehensive medical services to SCSD patients. Bidders are required to propose based on the FTEs outlined in this RFR and to submit a cost proposal on these FTEs.

The Contractor shall recruit and retain, whether as employees, independent contractors or otherwise, physicians, physician assistants, nurse practitioners, advanced practice RNs, LPNs, dentists, dental assistants, laboratory technicians, psychiatrists, social workers, clinical nurse specialists, optometrists, physical therapists, Massachusetts health care application processor, technical, consultative and administrative personnel and such other Personnel as the Contractor deems appropriate.

Position	HOC Req Hrs	FTE's	Jail Req Hrs	FTE's
Health Services Administrator (HSA)	40	1	40	1
Director of Nursing (DON)	40	1	40	1
Medical Director	40	1	20	0.5
Nurse Practitioner/Physician's Assistant (NP/PA)	160	4	120	3
OB/GYN Provider	8	0.2	N/A	N/A
Nurse Manager (3-11 shift)	40	1	40	1
After Care Coordinator	40	1	N/A	N/A
Optometrist	8	0.2	8	0.2
Dentist	55	1.375	24	0.6
Dental Assistant	40	1	24	0.6
RN/LPN/Delegated of Med (unlicensed)	960	24	760	19
Administrative Assistant	40	1	40	1
Medical Records Clerk	60	1.5	40	1
Phlebotomist	40	1	40	1
Physical Therapist or PTA	24	0.6	*	
Certified Medical Assistant	40	1	N/A	N/A
Discharge Planner	120	3	40	1
Mental Health Director (FT split between facilities)	40	1	*	
Mental Health Clinician (Minimum one (1) LISCW or clinical lead)	280	7	160	4
Psychiatrist	40	1	*	
Psych NP	40	1	*	

**** staff splits their time between both facilities***

The Bidder's staff matrices shall reflect the actual FTEs providing services. Coverage for paid time off, sick time and other time away shall not be reflected in the Matrix FTEs.

HOC Nursing hours include:

- Two (2) designated MAT nurses daily
- One (1) designated sick call nurse for each day and evening shift
- Minimum of two (2) RN's on the day and evening shifts and a minimum of one (1) on the night shift
- Three (3) nurses on the night shift Sunday through Thursday
- One (1) booking nurse hours to be determined at the commencement of the Contract

- Centralized holding facility (lock up): Depending on the number of arrestees, dedicated nursing staff may be requested by SCSO to be assigned to Building 8 on the 3-11 and 11-7 shifts M-F and all 3 (three) shift Saturday and Sunday.

SCJ Nursing hours include:

- Minimum of two (2) nurses on the night shift
- Minimum of three (3) RN's on the day and evening shifts and a minimum of one (1) on the night shift
- One (1) designated MAT nurse daily
- One (1) designated sick call/medically assisted withdrawal nurse

Discharge Planners are responsible for reentry and discharge planning, MassHealth applications, and post release appointments. The Discharge Planners are also tasked with managing the patient list for the methadone clinic for 30 day intake appointments or any other OTC appointments as need and/or requested. Their hours should be staggered – one (1) 7-3:30, the other 8:30-5:00 OR 9:5:30

Mental Health Director shall split time between both facilities on alternating basis. On a bi-weekly basis, MD shall spend three (3) days at the HOC and two (2) days at SCJ. The alternate weeks, the MD shall spend two (2) days at the HOC and three (3) days at the SCJ

Mental health Clinicians shall be scheduled on a rotating basis to cover the evening shifts from 1pm-9:30pm Monday through Friday and Saturday day coverage

- HOC and SCJ morning crisis clinician to begin at 0700
- HOC back up crisis clinician to begin at 0800
- HOC and SCJ evening crisis clinician to begin at 1300

Psychiatry Providers hours should be split between both facilities similar to the Medical and Mental Health Directors

NP/PA's should be scheduled across the day and evening institutional shifts until 11pm Monday through Friday as well as one (1) scheduled for Saturday's

6.9.2. Staffing Matrix: Administration

The Contractor shall maintain a job description for each Matrix position and update the job descriptions as necessary. The Contractor shall ensure that all Personnel review their job descriptions on an annual basis. Matrix hours to be completed in accordance with the Institutional Schedule unless designated otherwise in writing. Overstaffing any position beyond the requirements of the Matrix will not compensated unless otherwise agreed upon in writing.

Sick time, vacation time, holidays, continuing education hours and training hours (including new employee orientation training hours) shall not be identified as Matrix hours. Costs to cover for

these absences should be factored into the Contractor's compensation costs unless it is the SCSD mandatory training.

The SCSD shall monitor and review staffing levels throughout the term of this Contract. Such monitoring and review of staffing levels may include conducting a formal staffing analysis for which the SCSD may engage a consultant. The SCSD may require that the Contractor respond to such a staffing analysis.

Based on review of operational needs, the SCSD may require the reassignment and/or rescheduling a Matrix position to meet the SCSD's evolving needs. Such reassignment and/or rescheduling may be permanent (i.e., staffing matrix change) or temporary (e.g., transfer staff between facilities). Upon reasonable notice, at any time, the SCSD may unilaterally request additional staff due to departmental needs.

At any time during the term of this Contract, upon the request of the SCSD, the Contractor shall provide the actual salary and the actual benefit cost for each Personnel position listed on the Matrix.

Staffing level changes that may be necessitated from time to time shall be determined by the written agreement of the Contractor and the SCSD. Adjustments to compensation shall be based solely on the direct costs of rate and benefits. Such changes shall be implemented with the written approval of the SCSD, and reflected by appropriate amendments to the Matrix, to include the original Matrix and adjusted Matrix. The reassignment of an existing Matrix position that does not implicate a change in compensation shall not require a Contract amendment.

6.9.2.1. Health Service Administrator (HSA)

The Contractor shall appoint a Health Service Administrator (HSA) for each Facility. Each HSA shall be responsible and accountable for all aspects of the health care services operation at each Facility. The positions will be filled with individuals who preferably have correctional health care experience and at a minimum a Bachelor's Degree in, health care administration, nursing or a Master's in Mental Health. Other relevant professional experience or educational backgrounds will be considered as deemed appropriate.

If a nurse or midlevel provider is selected, they must be licensed to practice in the Commonwealth of Massachusetts. The HSA's shall have at least two (2) years of progressively responsible supervisory/management experience, preferably in a correctional setting.

The duties and responsibilities of HSAs shall include the following:

- Plan, organize and direct the coordinated effort of Contractor and subcontractor Personnel to provide timely and adequate health care to patients in the custody of SCSD

- Provide a single point of contract for all issues and ensure management of each subcontract
- Recruit, select, retain and direct providers, advanced practitioners, nurses and ancillary staff to manage services required to meet the obligations of the Contract
- Provide advice and counsel to SCSD as to the appropriate utilization of all resources dedicated to the provision of health care to patients
- Attend all contractually required meetings, all meetings required for NCCHC and ACA accreditations and those called from time-to-time by the SCSD
- Timely completion and submission of contractually-required reports, as well as special studies and information including statistics requested by the SCSD on an as-needed basis
- Ensure internal Contract monitoring and compliance; participate in system wide continuous quality improvement initiatives required by the Contract and NCCHC and ACA accreditation standards as well as activities and initiatives requested by the SCSD
- Design, manage and coordinate a clinical performance enhancement program (peer review) for all licensed practitioners
- Prepare required quarterly and annual NCCHC and ACA standards compliance reports (See Attachment L – NCCHC Standards Checklist with Monthly and Quarterly Reporting)
- There must be at least one of the HSA's in attendance at each of the statewide HSA meetings

6.9.2.2. Medical Directors

The Contractor shall appoint a physician to act as Medical Director for the oversight of each facility who specializes in one of the following: internal medicine, family practice, surgery, preventive medicine or emergency medicine.

The duties and responsibilities of the Medical Director shall include the following:

- SCJ shall have a have part-time MD at 20 hours. The HOC shall have a full-time MD at 40 hours.
- Establish and implement policies for the clinical aspects of patient care
- Monitor the appropriateness, timeliness and responsiveness of care and treatment
- Train and supervise the advanced practitioners and dentists according to the requirements of the Contract
- Ensure physician, PA/NP availability and coverage both on-site and on-call
- Develop and manage clinical operations and guidelines
- Provide supervision and direction to each Facility lead provider and other providers
- Participate in specific case conferences for inpatient and special needs patients regarding medical needs, placement and release/discharge planning

- Attending all contractually required meetings and all meetings for compliance with NCCHC and ACA standards (e.g., CQI, administrative)
- Review, revise and approve health care policies/procedures and protocols on an annual basis or whenever changes are indicated

6.9.2.3. Mental Health Director

The Contractor shall appoint a Qualified Mental Health Professional as the Mental Health Director for the oversight of both Facilities. The Mental Health Director shall maintain proficiency in evidence-based practices germane to their discipline and general familiarity with current mental health practices.

The mental Health Director shall have at least three (3) years of progressively responsible supervision/management experience providing behavioral health services of similar scope and complexity and be independently licensed. Experience in correctional behavioral health care is preferred.

The duties and responsibility of the Mental Health Director shall include the following:

- MHD will alternate schedule to ensure adequate coverage and supervision at each facility, such as MWF and TTH alternating weekly
- Provide mental health screening, referral, evaluation and treatment services to patient population
- Participate in case conferences for special needs patients regarding management within a Facility, transition from jail to a psychiatric hospital and vice versa as well as release planning
- Attend all contractually required meetings and all meetings for compliance with NCCHC and ACA standards
- Participate in system wide continuous quality improvement initiatives required by the Contract, NCCHC and ACA accreditation compliance or otherwise requested by the SCSD
- Provide administrative supervision and direction to psychiatrist and psychiatric nurse practitioner regarding documentation requirements and treatment planning
- Provide supervision and direction to each Facility clinical lead and mental health clinicians
- Ensure that all Qualified Mental Health professionals receive regular adequate and timely clinical supervision in accordance with professional standards
- Serve as a member of the Pharmacy and Therapeutics Committee
- Manage all aspects of mental health services and its continuum from outpatient programs, groups and special management units
- Ensure that appropriate planning and communication occur prior and subsequent to all transfers
- Manage a patient caseload in providing assessment and diagnoses of patients seen

6.9.2.4. Dentists

The Contractor shall provide Massachusetts licensed dentists (DMD or DDS) with at least three (3) years of experience practicing dentistry. Corrections experience is preferred. Please refer to the staffing matrix for Facility requirements and institutional staffing hours.

The duties and responsibilities of each Dentist shall include the following:

- Review of past medical history, current medications and allergies
- Examine and document existing dentition to include a signed, dated and titled note within the dental section of the overall medical record
- Screen for oral cancers, to include soft tissues of the oral cavity and head and neck. Identification of oral manifestation of systematic disease and treatment as needed
- Completed an oral examination on all patients who have remained in custody for twelve (12) consecutive months
- Provide dental prophylaxis including patient education
- Assess gingival and periodontal health
- Promote prevention through education
- Complete x-rays to complement clinical findings in order to establish diagnoses, if necessary
- Resolve any dispute regarding dental services to the satisfaction of the SCSD
- Ensure dentist availability and coverage both on-site and on-call for emergency situations
- Attend all contractually required meetings and all meetings for compliance with NCCHC and ACA standards
- Participate in system wide continuous quality improvement initiatives required by the Contract or otherwise requested by the SCSD

6.9.2.5. Directors of Nursing

The Contractor shall appoint a full-time Director of Nursing (DON) for each Facility. The DON shall include the following:

- Manage nursing services within the necessary scope of practice and according to nursing standards of care and ensure adequate nursing coverage across all shifts
- Recruit, select, train and supervise nurses at all levels
- Supervise nursing personnel
- Ensure documentation guidelines and practices consistent with Contract and audit requirements and good nursing practice
- Direct policy and procedure development and implementation, including review, assessment, issuance and distribution
- As required, serve as a member of the Pharmacy and Therapeutics Committee
- Coordinate monthly medical education series for patient

- Provide oversight regarding ACA accreditation and NCCHC standards and their application
- Manage nursing services within the necessary scope of practice and in accordance with nursing standards of care
- Design, manage and coordinate a clinical performance enhancement program (peer review) for all RNs and LPNs
- Develop and manage program clinical operations and guidelines

6.9.3. Staffing and Holiday Coverage

The Contractor shall observe the SCSD holidays stated below as holidays and plan staffing and coverage accordingly.

- New Year's Day* - January 1st
- Martin Luther King, Jr. Day – 3rd Monday in January
- Washington's Birthday (President's Day) – 3rd Monday in February
- Patients Day – 3rd Monday in April
- Memorial Day* - July 4
- Labor Day* - 1st Monday in September
- Columbus Day – 2nd Monday in October
- Veterans' Day – November 11
- Thanksgiving Day* - 4th Thursday in November
- Christmas Day* - December 25

For administrative staff and non-essential staff, all holidays falling Sunday must be observed on Monday, under state law. Saturday holidays may be observed on Friday.

Emergencies (snow, weather, utility) – All Emergencies for the Department are declared by the Sheriff of Suffolk County, not the Governor of Massachusetts. Please call the Sheriff's Department Emergency Notification Line for information regarding Department closings related to weather or other emergency notices, 617-704-6640.

- Essential Staff are follows: A minimum of one (1) Medical Provider and one (1) Mental Health Professional must report to the facilities regardless of declared Emergency. Nursing staff is essential and should report to ensure all medication, passes; diabetes, treatments, etc. are completed in a timely manner.

6.9.4. Staffing Patterns

The Contractor shall operate the services based on a contractual staffing plan using only appropriately licensed, registered, certified and professionally trained Personnel, or other Personnel whom the SCSD deems qualified on a case-by-case basis to provide services under this Contract. All applicable licenses, registrations, and certifications shall be current and active.

Coverage schedules shall be responsive to the evolving needs of the Facilities, and therefore, the Contractor may be required, from time to time, to modify staffing assignments upon the request of the SCSD. Schedules shall not be modified without the written approval of the SCSD. The Contractor shall ensure appropriate coverage in the event of an extended absence or vacancy. Utilization of agency (per diem) staff shall be minimized.

6.9.4.1. Mental Health Coverage

To maximize access to services, the Contractor shall provide mental health services via staggered work schedules with staff time allocated on days, evenings and weekends as well as crisis response and on-call services. Refer to Staffing Matrix schedule.

6.9.4.2. Students and Interns

The Contractor shall encourage and facilitate the involvement and program participation of students, interns, residents and postdoctoral fellows pursuant to appropriate agreements, including affiliation agreements.

Contractor shall collaborate with local nursing programs, master's level social work programs, medical and dental schools for student rotations and fellowships within the Facilities for the benefit of community reentry support for medical and mental health continuum of care. All mental health and medical internships/fellowships shall receive prior approval by the SCSD administration. All internships shall adhere to strict supervisory guidelines. Interns may not be substituted for Matrix staff.

Students or interns, if utilized, shall be directly supervised by an appropriate medical, dental or mental health site provider, according to the supervision directions from the sponsoring school. Any notations by a student or intern shall also bear the co-signature of the supervising Massachusetts-licensed Qualified Health Care Professional or Qualified mental Health Professional. Students and interns shall not be included in the staffing plan, i.e., the Staffing Matrix, for the delivery of services required herein.

6.9.4.3. On-Call Coverage

The HSAs, Medical Director, MH Director and psychiatrist shall be on-call when on-site administrative coverage is not available (evenings/nights/weekends). The Contract Manager must receive the on-call schedule prior to the 1st of the month.

6.9.4.4. Emergency Coverage

The Contractor shall provide emergency coverage of all Facilities by Qualified Health Care Professionals and Qualified Mental Health Professionals. All on duty, on-site staff shall be immediately available for emergencies both within their assigned Facility, as well as by assignment to other Facilities.

6.9.4.5. Call-Back Coverage

In the event of an emergency, the SCSO may determine that additional services are required at a Facility; therefore, the Contractor shall call-back sufficient Personnel to meet any emergency or mass casualty situation that may arise. The Contractor, in its discretion, shall also make provisions for the routine call-back for individual health care emergencies so as to minimize outside referral and transportation costs. The Contractor shall provide call-back for on-site medical/mental/dental emergency care, suturing, phlebotomy and x-ray coverage. The Contractor shall ensure that any provider subject to on-call for a health care emergency procedure or evaluation shall be able to arrive at the Facility within sixty (60) minutes.

6.9.5. Supervision

6.9.5.1. Supervision: General

The Contractor shall ensure that all Personnel receive supervision appropriate with their level of training, knowledge, experience and licensure.

Personnel providing supervision shall have adequate training, continuing education, knowledge and experience, and the appropriate level of licensure, to supervise any services performed by the supervisee.

All direct patient care clinicians inclusive of, but not limited to, physicians, dentists, advanced practice RNs, nurse practitioners, physician assistants, RNs, LPNs and licensed Qualified Mental Health Professionals shall participate in a clinical performance enhancement review (peer review) at least annually, consistent with NCCHC and ACA accreditation standards.

6.9.5.2. Supervision: Medical

The Medical Director shall provide general supervision of all medical services and administrative supervision of dental services.

The DONs shall provide general supervision of all nursing services.

The Dentists shall provide general supervision of all dental services.

Supervision shall be documented on a monthly basis with identification of any issues that arise in the conduct of the supervision.

6.9.5.3. Supervision: Mental Health Services

The Mental Health Director shall provide general supervision of all mental health services. Qualified Mental Health Professionals shall be appropriately licensed or license eligible in the Commonwealth of Massachusetts. Personnel who are not licensed, but who are licenses

eligible, must be active individual weekly supervision with an independently licensed Contractor staff person for no less than one (1) hour.

All Qualified Mental Health Professionals shall receive peer and clinical supervision no less than monthly. Supervision shall be documented on a monthly basis with identification of any issues that arise in the conduct of the supervision.

6.9.6. Hiring, Termination and Denial of Entrance

The Contractor shall have the sole and exclusive right to hire and terminate Personnel, except (1) the appointment of certain positions that require the approval of the SCSD and (2) the Contractor shall not employ, for the purposes of carrying out its obligations under this Contract, any person who is simultaneously employed by the SCSD or any other state agency, or who has been terminated or barred by the SCSD, or who has been terminated or barred by another law enforcement agency, or whose employment by the Contractor is otherwise precluded by the provisions of G.L. c. 268A or who has failed the SCSD security clearance requirement.

The Contractor shall provide the SCSD on a monthly basis a list of all Personnel who have been hired or separated from employment during the previous month. The Contractor shall provide names, position numbers, titles, personal addresses, personal phone numbers, FTE, Facility and shift for each such position. In the case of Personnel who have separated from employment, the Contractor shall also include separation status (i.e., resignation or termination) and the reasons for separation. In the event that any Personnel is separated from employment for an act of commission or omission by such Personnel which has impaired or has the potential to impair the safety and security, the health of one or more patients or of staff, the Contractor shall immediately provide the SCSD separation information, including the reason for termination.

The SCSD may bar any Personnel from entering the Facilities or providing services under this Contract where the SCSD has determined that an act or series of commissions or omissions by such Personnel has significantly impaired or has the potential to significantly impair safety and security or health of one or more patients. The SCSD shall notify the HSA of such denial and the reasons therefore as soon as reasonably practicable.

6.9.7. Staffing Diversity

The Contractor, as part of its staffing pattern, shall strive to reflect cultural competency and cultural sensitivity. An adequate degree of matching staff characteristics to population characteristics and demographics shall be made. The Contractor should recognize diverse groups and strive to hire personnel that reflect the ethnic and linguistic diversity of the population it serves.

6.9.8. Compensation and Benefits of Personnel

The Contractor shall have the sole and exclusive responsibility for determining the compensation, terms and conditions of employment or engagement and benefits of, and for

paying all compensation and other benefits to their respective personnel. Contractor compensation shall be commensurate with local medical facilities and benefit packages must meet the Commonwealth of Massachusetts coverage requirements. Additional consideration will be given to bidders with competitive benefits packages in an effort to improve on industry standards.

6.9.9. Personnel Records and SCDS Access to Personnel Records

During the individual's employment, the Contractor shall maintain a personnel record and a separate medical file for each employee at the Facility where the employee is assigned. The personnel record shall include a certificate of licensure, registration, or certification and training records. The medical file shall include evidence of a pre-employment physical examination, if necessary, and required testing and immunizations. Upon reasonable prior notice, the Contractor shall provide the SCSD with copies of the employment applications, resumes and personnel files of the Personnel. On a monthly basis, the Contractor shall provide a list of the names and home addresses and telephone numbers of all Personnel.

6.9.10. Meetings

The Contractor shall establish a schedule of periodic meetings for each discipline. Meetings at the Facilities shall include multidisciplinary meetings attended by all disciplines in accordance with NCCHC and ACA standards. The time allocated to attend said meetings shall be considered as time worked and shall not require replacement within a time period to avoid payback for the lost service hours. Meetings shall be held so as not to detract or interrupt on-site services.

Meetings shall include an education component relevant to correctional health care practice and discussion of issues relative to patients and Facility concerns.

The Contractor shall ensure that Personnel attend the following meetings:

- Meetings conducted by the Facility Superintendent or Contract Manager, when requested
- Administrative meetings attended, no less than quarterly, by the Facility Administrator and the responsible health authority or designees, and other members of the medical, dental, mental health and Facility staff as appropriate
- Monthly health services meetings
- Continuous quality improvement meeting (quarterly)
- Pharmacy and Therapeutics Committee meeting (quarterly)
- Facility triage release planning meetings, conducted by SCSD facility administrative staff, the Health Service Administrators (or designees) and the Mental Health Director (or designee)
- Weekly spotlight/classification meetings

Attendance at other meetings shall be at the direction of the SCSD.

6.9.11. SCSD Access to Payroll Hours

With each monthly report, the Contractor shall provide copies of their payroll hours by Personnel, by position and by Facility. Time punches must accurately reflect the agreed upon Staffing Matrix. In addition, the Contractor must provide the staffing matrix provided in the RFR of all staff positions filled and vacant at the time the invoice is submitted.. See Attachments J and K.

6.9.12. Schedules

At the request of the SCSD, the Contractor shall provide for each Facility requested, in uniform format, a schedule for all Personnel, noting any changes. In the event that an individual in a Contractor management position (HSA, Medical Director, MH Director, and Director of Nursing) is expected to be on scheduled time off or leave, the Contractor shall notify the facility SCSD administrative staff of the coverage schedule in advance. Schedules will be provided to the contract manager on a monthly basis to include any updated/final schedules at the end of each month.

6.10. Contract Management Reports

The Contractor shall provide all reports and data in the SCSD approved format by the 10thth of every month unless otherwise required to be included with the invoice. All reports required herein shall be submitted by electronic means to an electronic mail address designated by the SCSD. Reports shall be attached as Microsoft Office documents. Excel spreadsheets shall be submitted with the formulas maintained. Reports shall not be submitted by any means that restricts the ability of the SCSD to open access and maintain the data set forth in said reports.

6.10.1. Required Reports and Frequency

Reporting Requirements: Reports are to be generated and shared with the Contract Manager, in order to better manage overall costs, staffing patterns, disease patterns, medication issues, and hospital trips. The Contractor shall produce the following reports and demonstrate a history of producing such reports in other facilities.

Below are the required reports to be given to the Contract Manager when stated. Reporting formats and specificity are included in the RFR attachments. See Section 10.2.

Report	Attachment	Frequency
Off-site and Discharge Planning Report	A	Monthly
Medical Statistical Report	B	Monthly
Health Services Daily Report	C	Daily to the Contract Manager for the previous twenty-four (24) hours by 9:00am
Substance Use Data Report	D**	Monthly with Invoice
DPH MAT Self-Administered Enrollment Assessment Form	E	These are to be done as needed for each participating patient
DPH MAT/MOUD Bi-Annual Report	F	Bi Annually as required by DPH
MAT/MOUD Required Data Report	G**	Monthly with Invoice
NCCHC/ACA Standards Checklist Report	H	Monthly & Quarterly as stated in the attachment
Compliance Report	I**	Monthly with Invoice
SCJ Staffing Matrix	J**	Monthly with Invoice
HOC Staffing Matrix	K**	Monthly with Invoice
Employee Staff Contact Report	L**	Monthly with Invoice
Nursing Schedule Template	M**	Prior to the beginning of the month & the Final schedule with Invoice
Provider Schedule	No Attachment** (Provider determines the format)	Prior to the beginning of the month & the Final schedule with Invoice

** Report must be submitted with monthly invoice. PPD will not be calculated until all reports are submitted.

Monthly: Contractor shall provide by the 10th of every month the reports

Monthly with Invoice: Contractor shall provide every month with the Invoice

Quarterly: Contractor shall provide by the 10th of each quarter

Bi-Annual: Contractor shall provide by March 1st and September 1st

Annual: Contractor shall provide within thirty (30) days before the end of the Contract Year

6.10.2. Staffing and Vacancy Reports

The Contractor shall provide SCSD with punch reports for all staff on a monthly basis with the invoice. The Contractor is responsible for ensuring hours worked are accurately reflected on the punch summaries. Along with the punch summary, the Contractor shall provide the staffing matrix with calculated percentage of filled and vacant positions.

Staff working over eight (8) hours or a double shift must punch out at the end of their scheduled shift and punch back in at the commencement of the 2nd shift. Each report shall note the difference between actual hours worked and Contract hours required according to the provided Site Staffing Matrix.

The Contractor shall provide with each monthly invoice the prior months staffing hours for all positions, staffing shortages, updated schedules, and position vacancies to include terminations and/or resignations that occurred. Vacancy reports shall include the date the position became vacant as well as the name of hired candidate with pending start date, if available.

The Monthly Staffing and Vacancy Reports will be used to determine the Group Staffing Adjustment to be made per each group (See Section 7.3 for Staffing Lists).

For the purpose of the Group Staffing Adjustment, in the event that any such Personnel position is vacant, and the total staffing percentage is below 85%, per group, the SCSD may offset the monthly invoice using the following table to determine the percentage to be offset:

Staffing Percentage*	Group 1 Offset	Group 2 Offset	Potential Offset Total to monthly invoice
85% or greater	0%	0%	0%
84% to 80%	3%	2%	5%
79% to 75%	6%	4%	10%
74% to 70%	12%	8%	20%
69% or less	15%	15%	30%

* Percentage rounded to whole number

Vacancy shall mean the position has been unfilled for thirty (30) days or more. The contractor shall make attempts to have other staff fill the vacancies to ensure patient care is not impacted.

Prompt Payment Discount Payment days will be measured once SCSD has all accurate reports and the invoice.

6.11. Records and Data

6.11.1. Existing Health Records and Forms

The Contractor shall utilize an electronic health record and any paper documentation forms approved by the SCSD. The cost of all digital and hard copy health record documents, forms, binders and supplies are the responsibility of the Contractor. The Contractor shall ensure that all services are properly and timely recorded in each patient's electronic health record. Physicians, psychiatrists shall use DAP format. Each entry shall be signed legibly (digitally). The Contractor shall ensure that each patient's electronic health record includes all hard copy health care related forms and all documentation received from off-site providers, hospitals, emergency rooms and clinics.

All health records prepared by the Contractor are the sole property of SCSD, but shall remain in the custody of the Contractor during the term of this Contract. The Contractor shall be the keeper of all health records, including the health records of discharged patients, and of all portions of each health record, including portions prepared by persons other than Personnel. Consistent with applicable regulations and standards, the Contractor may establish and collect fees for providing copies of health records to persons other than SCSD employees, including records provided in response to subpoenas, patients and patients' attorneys. At the expiration or termination of this Contract, the custody of such health records shall be transferred to the SCSD.

Personnel shall not make personal copies of health records, remove health records from a Facility, alter health records or disseminate health records to anyone not authorized by SCSD or other applicable State law to access health records.

6.11.2. Electronic Health Record

Prior to June 11, 2023 the Contractor shall train and learn the SCSD proprietary electronic health record (EHR) system to support services including medical services, nursing services, medical housing units, dental services and mental health services.

6.11.3. SCSD Records and Investigative Reports

Personnel shall have access to patient's records on a need-to-know basis. Upon authorization of the SCSD, the Contractor may have access to SCSD investigative reports concerning Personnel or for the purposes of quality assurance and risk management.

6.11.4. Patient Management System

The SCSD utilizes the Patient Management System (OMS), an automated information database that provides processing, storage and retrieval of patient information needed by SCSD personnel to carry out their functions, including classification, housing placement, program and special needs assessments and reentry. The SCSD shall assign OMS "profiles" to Contractor Personnel

based upon Personnel job functions. The Contractor shall ensure that Personnel receive necessary training in a timely manner and appropriately utilize OMS by viewing and entering data into appropriate screens. Said screens may include the following:

- Mental health/substance use history
- Suicide query/Q5
- Medical orders/Special Diets
- Mental health watch
- Restrictions/special needs
- Incidents
- Disciplinary
- Scheduling
- Medical information view
- Mental health watch view
- Patient insurance information
- SMI Status
- MAT/MOUD Participation

The Contractor shall ensure that Personnel at all Facilities are fully trained in their roles and responsibilities concerning OMS, that each staff person has the proper OMS profile(s) and that each staff fully utilizes and updates OMS. The Contractor shall ensure that Personnel assigned OMS access actively maintain their password and accounts, as well as the security of the network and the content of information they access. The Contractor shall provide supervision and evaluation of its staff with regard to their usage of OMS. This supervision shall include but not be limited to ensuring full deficiencies self-discovered or identified to the Contractor by the SCSD shall be promptly corrected.

6.11.5. Mortality Review Records

The Contractor shall conduct a mortality review and psychological autopsy in accordance with NCCHC and ACA accreditation standards for every patient death within thirty (30) days of the death. The Contractor shall provide the SCSD with records and reports of mortality reviews of patient deaths. Reports shall be submitted in a format specified by the SCSD. Mortality reviews may be subject to disclosure under Massachusetts public record provisions. The Contractor shall provide the SCSD with records and reports of mortality reviews of patient deaths.

6.11.6. Confidentiality

In performing its obligations under the Contract, including, but not without limitation its reporting obligations, the Contractor shall comply with all confidentiality provisions applicable to patient health records. The Contractor shall not be required to make any report or keep any record which would either (1) breach a confidentiality requirement or (2) constitute waiver of any privilege that the Contractor may have, such as an attorney-client or peer review privilege. If necessary to protect the confidentiality of health records, the Contractor may redact patient

health records to delete identifying information in connection with submission of such reports, except for submission of reports to the SCSD. In addition, the Contractor shall comply with the confidentiality provisions set forth in Section 6 of the Commonwealth of Terms and Conditions in addition to 42 CFR.

7. PAYMENT

Daily Compensation: shall mean the total of the per diem rate multiplied by the monthly average ADP.

Compensation Generally: The Contractor shall be compensated the Daily Compensation for each day during the duration of the Contract.

7.1. Pricing

This RFR seeks annual contract pricing for the comprehensive medical, dental or mental health services as outlined in this RFR for the Average Daily Patient Population (ADP). The Contractor should include all two (2) SCSD facilities for:

- Year 1 - Sunday, June 11, 2023 to Sunday, June 30, 2024
- Year 2 - Sunday, June 30, 2024 to Sunday, June 29, 2025
- Year 3 - Sunday, June 29, 2025 to Sunday, June 28, 2026
- Year 4 - Sunday, June 28, 2026 to Sunday, June 27, 2027
- Year 5 - Sunday, June 27, 2027 to Sunday, June 25, 2028
- Year 6 - Sunday, June 25, 2028 to Sunday, June 24, 2029

* See Cost Proposal & per diem Average Daily Population

Prompt Payment Discount: The Contractor may provide a Prompt Payment Discount for receiving early payments from the Department. A Prompt Payment Discount will factor into the Department's determination of Best Value. The terms should be included in the "Prompt Payment Discount" form.

Prompt Payment Discount Payment days will be measured once SCSD has all accurate reports and the invoice.

Notwithstanding anything herein to the contrary, if, after June 11, 2023, new NCCHC and/or ACA standards are issued or federal or state legislation is enacted that materially increased or decreases the cost of the Contract, the SCSD and the Contractor agree to meet and negotiate in good faith regarding compensation or service requirement changes within thirty (30) days following notice by one part or the other.

No later than the seventh (7th) day of each month, the Contractor shall submit its invoice to the SCSD for the previous month. The Contractor shall adjust the invoice based on the following adjustments:

Group Staffing Adjustments – The Contractor shall make monthly adjustments to compensation for unfilled positions as forth in Section 7.3.

Transition Adjustments – Positions not filled at the time at the onset of the Contract to be offset in accordance with Section 7.4.

7.1.1. Pricing Response Forms

- a. **Form:** The Bidder shall submit its complete pricing response using the RFR Pricing Response Forms 1 & 2 included with this RFR (**See Attachments P and Q**). The Bidder may photograph the RFR Pricing Response Form, but it may not alter or attempt to recreate the Form in any way.
- b. **Exclusivity:** The Bidder's pricing proposal shall be limited solely to the two (2) RFR Pricing Response Forms. The Bidder's pricing proposal shall not include any additional documents, and its entire proposal shall not include any additional modifications, limitations, explanations, terms, conditions or other information that relates in any way to compensation under this RFR. The Bidder's entire compensation proposal shall be limited solely to its entries into the allowable blank spaces on the RFR Pricing Response Forms, and the Bidder may not in any way write in any additional terms, conditions, modifications, limitations or anything else.
- c. **Non-Response:** A failure to follow the instructions above, including its subparts, may render the Bidder's entire bid non-response, which would exclude its bid from consideration.
- d. **Instructions:** The Bidder shall enter the information requested for each field in the RFR Pricing Response Forms. The Bidder shall enter Company Name, Rates, and Costs as instructed in the Pricing Response Forms, the prompt payment discount selection (separate attachment), and provide its Bid Affirmation in the final selection.

7.2. Elimination, Delay or Reduction in Funding

All compensation required herein is subject to appropriations and the availability of funding. In addition to the provisions of Section 2 of the Commonwealth Terms and Conditions, in the event of an elimination, delay or reduction in funding, the SCSD may seek supplemental funding, and may renegotiate with the Contractor said compensation and the services which the Contractor is obliged to provide under this Contract. In the event that any elimination, delay or reduction of funding necessitates a reduction in services, the parties shall meet as soon as practicable to prioritize the services to be provided and negotiate any reduction in services. In no event shall the SCSD be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

7.3. Vacancy Adjustment

7.3.1. Group 1 Staffing Compensation Adjustment

For the purpose of this adjustment, vacancy shall mean the position has been unfilled for thirty (30) days or more and the position is unable to be filled by another staff member for the following disciplines and positions:

- Health Services Administrator
- Director of Nursing
- Medical Director
- RN – Nurse Manager
- Mental Health Director
- Psychiatrist
- Dentist
- OB/GYN Provider (HOC)
- NP/PA
- Optometrist
- Psychiatric NP
- Mental Health Clinicians

For the purpose of this adjustment, continuing education hours, training hours, including new employee orientation training hours, shall not be counted as Matrix hours.

It is understood and agreed that the positions listed in this Matrix are of the highest importance and that performance must occur only during Institutional Shifts, unless otherwise specified. Hours worked outside of an employee's scheduled Institutional Shift shall not be reimbursed and hours missed during an employee's scheduled Institutional Shift shall be penalized in accordance with "no show" hours, illustrated below. Employees' hours will be tracked by each Facility's time keeping system, in accordance with Section 8 of this RFR.

In the event that a Registered Nurse or Licensed Practical Nurse scheduled to perform services fails to perform such services during their scheduled Institutional Shift (including failure to appear at the Facility), a "no show" shall be deemed to have occurred for that calendar month. Attendance at scheduled meetings shall not result in a "no show."

To avoid a Nursing Matrix Adjustment, scheduled nursing time may be substituted as follows: one (1) hour of Registered Nurse time may substitute for one (1) hour of Registered Nurse time or Licensed Practical Nurse time, and one (1) hour of Licensed Practical Nurse time may substitute for one (1) hour of Licensed Practical Nurse time. A med tech may only be substituted for non-MAT medication passes.

By the tenth (10th) calendar day of the following calendar month, the Contractor shall provide, for each Facility, documentation of: (1) the hours required for each Personnel position; (2) the

hours actually provided for each Personnel position; and (3) the hours that were not provided for each Personnel position.

The SCSD shall be entitled to a credit, calculated on a monthly basis, based on Group Staffing Adjustment Section, set forth in Section 6.10.2, of the direct daily compensation for no show hours as tracked by the SCSD based upon the midpoint hourly rate for the Matrix position. Such midpoint shall be reviewed and updated annually.

In the event of an unplanned absence, such as sickness, the Contractor shall not be entitled to make up the days of each such unplanned absence. A vacancy is not considered an unplanned absence.

7.3.2. Group 2 Staffing Compensation Adjustment

For the purpose of this adjustment, “vacancy” shall mean the position has been unfilled for thirty (30) days or more and the position is unable to be filled by another staff member per calendar month per discipline for the following disciplines:

- Physical Therapist/PTA
- Dental Assistant
- Discharge Planners
- After Care Coordinator (HOC)
- RN/LPN/Med Tech
- Phlebotomist
- AA
- Medical Records

For the purpose of this adjustment, continuing education hours and training hours, including new employee orientation training hours, shall not be counted as Matrix hours.

The SCSD shall be entitled to a credit, calculated on a monthly basis, based on Group Staffing Adjustment Section, set forth in Section 7.3.3, of the direct daily compensation based upon the hourly rate for the Matrix position. Such midpoint shall be reviewed and updated annually.

In the event of an unplanned absence, such as sickness, the Contractor shall not be entitled to make up the days of each such unplanned absence. A vacancy is not considered an unplanned absence.

7.4. Transition Adjustment

By May 26, 2023, the Contractor shall submit a report documenting all Matrix positions that have been filled with permanent Personnel, that have been partially filled, or that have not been filled, as of May 26, 2023. Said report shall provide the names of the Personnel in each Matrix position. On June 11, 2023, in the event that the total number of Contracted Matrix positions is not filled to meet at least 80% for each Facility, the SCSD may impose an adjustment of \$5,000 per Facility.

7.5. Catastrophic Limit Adjustment

As a general matter, the Contractor is solely liable for all Third-Party Medical Fees. However, the Contractor shall not be liable for a Single Occurrence Total that is in excess of \$20,000 at the Retail Rate, or the County Rate, whichever Rate is lower.

7.5.1. Third Party Medical Procedures

7.5.1.1. Verification

The Contractor shall validate each Third Party Medical Fee in order to verify whether it is properly due and payable on account of Off-Site Medical Treatment.

7.5.1.2. Prior to Limit

The Contractor shall pay all Third-Party Medical Fees until it receives an invoice which causes a Single Occurrence Total to exceed \$20,000 at its best Retail Rate.

7.5.1.3. Triggering the Limit

When or if the Contractor receives an invoice(s) which causes a Single Occurrence total to exceed \$20,000 in accordance with Section 6.1.2, the Contractor shall transfer such invoice(s) to the Awarding Authority. Included with the invoice(s), the Contractor shall also include, (a) all Single Occurrence Total Backup, (b) an indication to which Third Party Medical Fees that are part of the Single Occurrence Total to which the Contractor has already tendered payment, if any, and (c) all evidence of such payments made by the Contractor, if any.

7.5.1.4. Payment by Awarding Authority

After receipt of the documents by the Contractor, in accordance with Section 6.1.3, the Awarding Authority will rate the unpaid invoices for Third Party Medical Fees using the County Rate and determine the County Rated Single Occurrence Total.

7.5.1.5. At or Below the Catastrophic Limit

If the County Rated Single Occurrence Total is at or below the Catastrophic Limit, then the Awarding Authority shall pay all outstanding Third Party Medical Fees and take an equal sum Catastrophic Limit Credit against the Contractor. The Single Occurrence Total shall then be the aggregate of all Third Party Medical Fees paid by both the Contractor and the Awarding Authority. Such Single Occurrence Total shall not be reset to zero until the beginning of the next Contract Year.

7.5.1.6. In Excess of the Catastrophic Limit

If the County Rated Single Occurrence Total is in excess of the Catastrophic Limit, then the Awarding Authority shall pay all outstanding Third Party Medical Fees. The Awarding Authority may then take a Catastrophic Limit Credit against the Contractor for \$20,000 subtracted by the amount actually paid by the Contractor on account of the Single Medical Occurrence. Such Single Occurrence Total shall not be reset to zero until the beginning of the next Contract Year.

7.5.1.7. Catastrophic Limit Credit

The Awarding Authority may set off a Catastrophic Limit Credit against any sums of money due to the Contractor under this Contract. If no such sums of money are due to the Contractor due to the expiration or termination of this Contract, then the Contractor shall be liable to the Awarding Authority for all outstanding Catastrophic Limit Credits.

7.5.1.8. Backup Documentation

The Contractor has an obligation to maintain organized and accurate backup of all documents that evidence Single Medical Occurrences, Single Occurrence Totals, Off-Site Medical Treatment, and all payments made on account of Off-Site Medical Treatment.

7.6. Invoicing

The Contractor shall invoice the Department on a monthly basis for the sum total of the Daily Compensations from the previous month, rounded to the penny. The invoices shall provide a detailed breakdown for each day of that previous month which includes the Daily Compensation, the Per Diem Rate, the average of the monthly ADP (as provided by SCSD) with a corresponding description of the staffing position, the number hours for such staffing position. In the event that additional staff is requested, the Contractor shall be reimbursed per the Pricing Response Form #2.

Under Section 6.3.4.1, Receiving Screening, the Contractor shall make the translation services available to SCSD staff to be reimbursed by SCSD. To be reimbursed by SCSD, the Contractor shall include translation services cost used by SCSD staff in their invoice.

7.6.1. Payment

Payments: The Contractor shall be paid on a monthly basis, the sum total of its Daily Compensations, rounded to the penny, from the previous month, after receipt of the Contractor's invoice. The date of the receipt of invoice does not begin until the Contractor provides the Awarding Authority with the accurate documentation as required with the invoice.

Payment Plan of Service: All of the Proposer's responses that reveal the pricing of the Services shall be strictly included only using the Pricing Response Form included with this RFR. The Bidder may not modify or supplement this form in any way, or its bid may be deemed non-responsive.

7.6.2. Transparency

SCSD may unilaterally request a breakdown of Contractor expenses under this contract at any time.

8. INSURANCE

8.1. Malpractice Insurance

The Contractor shall maintain or cause all Personnel who are professional staff of the Contractor and any subcontractor to maintain professional liability insurance of a minimum of one million, five hundred thousand dollars (\$1,500,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, each without regard to the number of professional staff involved, from such insurer as the Contractor may determine. Upon termination of this Contract, the Contractor shall provide for professional malpractice insurance in the amounts set forth above to serve as coverage for claims arising during the four (4) year period following termination of this Contract which will apply to claims resulting from services rendered during this Contract period. The Contractor, at its option, may elect to continue coverage for said period under its then existing professional liability insurance policies or through an extended reporting endorsement. In addition, the extent the insurer is willing, at no additional cost, to so endorse such insurance policies, the SCDS will be named as an additional insured on such policies. Certificates of insurance evidencing such coverage shall be filed by the Contractor with the SCSD within thirty (30) days of engagement of such professional staff member. Contractor shall indemnify, defend and hold SCSD harmless from and against any and all claims against SCSD based on Contractor's performance of its obligations hereunder; provided, however, that Contractor will not be responsible for any claim arising out of SCSD or its employees or agent preventing an patient for any claim arising out of SCSD or its employee or agent preventing a patient from receiving health care ordered by Contractor or its agent or in failing to promptly present an ill or injured patient to Contractor for assessment and or treatment.

The term "professional staff" appearing in this section shall be defined for the purpose of this section as "all physicians, psychiatrists, nurse practitioners, physician assistants, clinical nurse specialists, advanced practice RNs and other providers with prescribing privileges, whether employed or contracted."

8.2. Workers' Compensation

In accordance with the Standard Contract Form, the Contractor shall provide workers' compensation insurance for Personnel to the extent required by applicable law, and shall provide the SCSD with evidence of insurance. The Contractor shall also provide the SCSD with such evidence of insurance for subcontractor or independent contract of the Contractor.

9. CONTRACT ADMINISTRATION

9.1. Financial Records and Audits

The Contractor shall maintain its financial records with respect to this Contract in accordance with accepted accounting standards. The Contractor shall make its financial records with respect to this Contract available for review by the SCSD, if requested.

9.2. Expansion

Any new or additional medical, mental health and dental services required by expansion or addition of any Facilities implemented after the date of this Contract shall be provided by mutual written agreement of the parties and appropriate monetary, staffing and other adjustments in this Contract shall be made. Any reduction in medical, mental health and dental Programs resulting from the consolidation or closing of any Facilities implemented after the Commencement Date of this Contract shall be by mutual written agreement of the parties, with attendant decrease of monetary payments and staffing, and other adjustments. The Department may unilaterally request an increase or decrease in the staffing of certain positions, at either facility, on either a temporary or permanent basis, at any time during the term of this Contract.

9.3. Assuming Liability

The Contractor shall not be responsible or liable for claims which have arisen or which may arise in the future as they relate to the provision or lack of provision of health services prior to the Commencement Date, or for conditions, procedures, quality of staff, employee competence or any other matter which existed prior to the Commencement Date. This provision shall not be interpreted to relieve the Contractor of liability for claims that arose during the course of any previous contract between the Contractor and the Department.

9.4. Independent Status

It is expressly understood and agreed by the parties that, in the performance of their obligations hereunder, neither the SCSD nor the Contractor shall act as an employee or agent of the other. Neither the Contractor nor Personnel shall represent himself or herself as an employee, agent or representative of the SCSD, nor shall the SCSD or any SCSD employees represent himself or herself as an employee, agent or representative of the Contractor.

9.5. Binding Effect

In accordance with the Commonwealth Terms and Conditions, Standard Contract Form and Instructions, the Request for Responses and any associated documents such as Bidder Questions and Answers or Amendments, the Contractor's response to the Request for Proposals and any additional negotiated conditions constituted the Contract between the parties. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such item including, but not limited to, special medical housing units or

special housing units and health service units. Such scope of service documents will be incorporated and appended hereto.

Order of Precedence: In the event of any conflict between any of the documents, the conflict shall be resolved under the following order of precedence, with the first document being the highest priority document that trumps all other documents, and the last document never controlling in any conflict:

- (1) The Commonwealth of Massachusetts Standard Terms and Conditions
- (2) The Commonwealth of Massachusetts Standard Contract Form
- (3) Any modifications or Amendments to this RFR made by the Department prior to the Deadline for submission of bids, including the written responses to Questions, in accordance with the key dates timetable
- (4) This Request for Responses, including all addenda and other documents that are part of the bid package
- (5) Any modifications to the Bidder's Technical Plan of Service or Payment Plan of Service that has been reduced to writing and signed by both parties
- (6) The Bidder's Response to the RFR.

9.6. Transition

The Contractor shall submit a plan and timeline for transition focused on minimal disruption for patient care. This transition plan shall include intended collaborations for the safe transition of patient care, including consultation with collaborators determined by the SCSD. This transition plan is due Friday, March 24, 2023.

No later than Friday, March 24, 2023, the Contractor shall provide the SCSD with the following:

- A staffing plan for each Facility, with the names and positions of all personnel
- Copies of all subcontracts, letters of agreement or letters of intent
- Copies of all agreements with hospitals, OPT's and ambulance services
- Transitional plan ensuring safe operation developed in collaboration with the SCSD

The Contractor shall adopt and utilize all existing vendor policies and procedures until such time that the Contractor's own policies and local operating procedures are reviewed and approved by the SCSD.

9.7. Cooperation on Termination

The Contractor shall cooperate with SCSD in event of termination by either party, whether with or without cause, so as to ensure that the SCSD can provide continuity of services. Such cooperation shall include the provision to the SCSD all information, documents, records and data requested by the SCSD, including but not limited to, the names, addresses and telephone numbers of Personnel; salaries; organizational charts; certifications; lists of subcontractors with names, addresses, email

and telephone numbers: chronic disease lists: pending appointments lists: pending referrals: inventory lists of medical supplies and pharmaceuticals: all compliance documentation generated for the purposes of NCCHC and ACA accreditation; equipment and furnishings lists and condition by Facility; and copies in electronic form in Microsoft Word format of any policies, procedures, manuals and forms developed by the Contractor not previously provided to the SCSD. Said information shall be provided within 120 days prior to the termination of this Contract, or immediately upon issuance of a notice of termination.

The Contractor shall not, by utilization of so-called “non-complete” clauses in contracts with Personnel, or by any other means whatsoever, prevent or restrict in any manner the ability of Personnel to enter into any contractual or employment relationship with any person or organization which may provide services of the nature described in this Contract to the SCSD at any time following the termination of this Contract or of any part thereof.

9.8. Contract Term

This Contract shall begin on the Commencement Date, Sunday, June 11, 2023 Eastern Time. The SCSD elects to implement a two (2) year Contract Term; the Contract shall expire on Sunday, June 29, 2025.

The SCDS, at its option, may exercise the options to renew the Contract, for up to two (2), two (2) year extension period, for a total of four (4) full years in duration for extensions.

9.9. Third Party Beneficiaries

Nothing contained in this Contract is intended or shall be construed to evidence an intention to confer any rights or remedies upon any person other than the parties hereto and their respective agents and representatives.

9.10. No Agency

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

9.11. Contract as Independent Contractor

The parties acknowledge that the Contractor will perform its obligations hereunder as an independent contractor. The manner and method of performing such obligations will be under the Contractor’s sole control and discretion, and the Suffolk County Sheriff’s Department’s sole interest is only in the result of such Services. It is also expressly understood that Contractor’s employees and agents, if any, are not Suffolk County Sheriff’s Department employees or agents, and have no authority to bind the Commonwealth of Massachusetts or the Suffolk County Sheriff’s Department by Contract or otherwise.

9.12. Notice

All Notices and other communications hereunder shall be in writing and shall be deemed to have been given three (3) days after having been delivered or mailed by first-class, registered or certified mail, charges prepaid as follows:

9.12.1. If to the Awarding Authority or the Commonwealth of Massachusetts/County of Suffolk, then addressed to:

Karen McDevitt
Contract Administrator
Suffolk County Sheriff's Department
20 Bradston Street, Boston, MA 02118
Email: kmcdevitt@scsdma.org

9.12.2. If to the Contractor, then addressed to the name and address provided by the Bidder/Contractor on the Bid Response Form.

9.13. Headings Not Controlling

The headings in this Addendum are for reference purposes only and shall not be construed as a part of the Contract.

9.14. Severability

If any provision of this Contract is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of the Contract shall be enforceable in accordance with its terms.

9.15. Indemnification

The Contractor shall defend and indemnify the Awarding Authority and the Commonwealth of Massachusetts from any claim or suit brought or asserted by any of the Contractor's employees or subcontractors, their employees. Additionally, the Contractor shall defend, indemnify and hold-harmless the Awarding Authority and the Commonwealth of Massachusetts from any claims or suit brought by a third-party, that arises from the Services provided in this Contract by any of the Contractor's employees, or any claims that are based upon or ancillary to the employment by any of the Contractor's employees.

9.16. Termination for Convenience

Any remaining Contract may be terminated at any time for the convenience of the Commonwealth of Massachusetts or the Suffolk County Sheriff's Department, unilaterally, for any reason and without justification, at the option of the Commonwealth of Massachusetts or the Suffolk County Sheriff's Department, by delivery or mailing to the Contractor a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in the Contract. The Contractor shall not be permitted to terminate the Contract unilaterally.

9.17. Notice of Termination

9.17.1. Without Cause

In accordance with Section 4 of the Commonwealth Terms and Conditions, prior written notice of termination without cause shall be delivered to the other party at least seven (7) calendar days before the effective date of termination.

9.17.2. For Cause

In accordance with Section 4 of the Commonwealth Terms and Conditions, prior written notice of termination for cause shall be delivered to the other party and the contract may be terminated immediately.

The Contractor may terminate this contract at any time by delivering or mailing to the SCSD a written notice of termination, setting forth the date, not less than one hundred eighty (180) days, after the date of such acceptance of delivery or mailing, when such termination shall become effective.

In the event of termination of this Contract the SCSD shall be liable for only those services actually provided by the Contractor prior to the effective date of termination.

The Contractor shall return to the SCSD, at the expiration or termination of this contract, all the equipment furnished by the SCSD in the condition in which it was received, except for ordinary wear and tear.

9.18. Termination Adjustment

Upon notice of termination by either party, the SCSD shall be entitled to withhold ten percent (10%) of each monthly payment to the Contractor, subject to final reconciliation to be completed within ninety (90) days of the termination date.

9.19. Signatory Authorization

The Contractor shall certify that the signatories are duly authorized to execute contracts and that the obligations of the signatory's name shall be binding and valid on the Contract (Contractor Signature Verification form).

In the event the signatory originally documented is no longer employed or no longer authorized to sign documents, the Contractor must notify the SCSD as soon as possible and a new Contractor Signature verification Form is needs to be completed.

9.20. Waivers

Upon timely written request by the Contractor, and upon good cause shown by supporting documentation, the SCSD, in his or her discretion, may waive the imposition of *any* adjustment to compensation set forth herein.

9.21. Fiscal Appropriation

The Commonwealth of Massachusetts or the Awarding Authority may terminate this Contract I there are no funds available or if there is no fiscal appropriation in the first year or in succeeding fiscal years.

9.22. Modifications

Prior to the award of the Contract, the parties may modify the price and/or the Bidder's Plan of Service in a writing that is signed by both parties. All other parts of the Request for Responses including the specifications, the scope of service, and the contract terms and conditions are non-negotiable. The Awarding Authority may accept a Bidder's Response to the RFR without any modification, thus creating a contract.

9.23. Subcontracts

Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under the Contract, shall be in writing and shall contain provisions that are functionally identical to, consistent with and subject to the provisions of this Request for Responses. In particular, each subcontract shall include or incorporate by reference the language set forth in Section Applicable Statutes, Regulations, Policies, Standards, Guidelines and Decrees; Section Staffing and Personnel Requirements; Section Records and Data; and Section Contract Administration.

Subcontracts shall not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under the Contract. The SCSD shall not be bound by any provisions contained in a subcontract to which it is not a party. All subcontracts shall be governed by Massachusetts law, unless otherwise approved by the SCSD.

The Contractor shall provide the SCSD with signed original, complete, non-redacted copies of subcontracts or letters of agreement. At the SCSD'S request, the Contractor shall provide subcontract payroll hours.

The Contractor shall be responsible for resolving disputes arising under its subcontracts.

9.24. Force Majeure

The Contractor shall not be entitled to invoke the doctrine of Force Majeure to excuse performance of services in the event of any strike or job action brought by the Personnel against the Contractor or any subcontractor. Further, in the event of other causes for failure or delay in rendering services, or in the event of riots, lock-downs, disturbances, utility failures or any other emergency or cause beyond the reasonable control of the Contractor, the Contractor shall make all reasonable efforts to continue providing services to the best extent possible under the circumstances. In the event that any reduction of services is unavoidable, the parties shall meet as soon as practicable to prioritize the services to be provided.

9.25. SCSD Grants, Contracts and Employment

Notwithstanding any provisions to the contrary, the SCSD reserves and retains the right to maintain and enter into arrangements through grants, contracts, employment or any other means for the provision of additional health services and related services, including, but not limited to:

- Grant-funded programs
- Contract monitoring and contract adherence reviews
- Contracts with consultants and organizations to serve as senior correctional health care consultants to provide services such as clinical performance enhancement review, mortality review, case management review and such other consulting and monitoring functions as may be deemed necessary by the SCSD.

10. DOCUMENTS INCORPORATED INTO THE CONTRACT

10.1. Generally

The documents are incorporated into the Contract and are made part and parcel thereof are listed in the definition of Contract in accordance with Section 3.

10.2. SCSD Attachments

- A. Off-site and Discharge Planning Report
- B. Medical Statistical Report
- C. Health Services Report
- D. Substance Use Required Data Report
- E. DPH MAT Self-Administered Enrollment Assessment Form

- F. DPH MAT/MOUD Bi-Annual Report
- G. MAT/MOUD Required Data Report
- H. NCCHC/ACA Standards Checklist Report
- I. Compliance Report
- J. SCJ Staffing Matrix
- K. HOC Staffing Matrix
- L. Employee Staff Contact Report
- M. Nursing Schedule Template
- N. SCJ Institutional Schedule
- O. HOC Institutional Schedule
- P. **Pricing Response Form 1: Price Per Contract Period**
- Q. **Pricing Response Form 2: Price Per Additional Medical Professional**

11. MEDICAL RECORDS REQUESTS & POSTAGE METER

Contractor shall maintain at their own expense a Pitney Bowes, or other type, postage meter within the medical units of each Facility.

Contractor shall comply with all current and former patient requests for personal medical records. Such requests shall be kept confidential, printed, posted and mailed to the responsive patient within a reasonable time, but in no case more than ten (10) business days.

12. EXPECTED SCHEDULE

Estimated schedule is for informational purposes only. It does not reflect the actual schedule for implementation.

13. HOW TO SUBMIT A QUOTE

To be considered a valid proposal, each organization submitted a proposal/bid (Bidder) must ensure receipt by the SCSD of one (1) original proposal and seven (7) duplicates at the following address no later than Wednesday, February 15, 2023 and clearly marked "Suffolk County Sheriff's Department – Comprehensive Health Care Services RFR". All proposals should be in ringed binders, include a table of contents and each section tabbed to coincide with the table of contents. Additionally, all material should be copied onto a USB flash drive and included with the submission.

The **Pricing Proposal** must be submitted in a separate envelope labeled "**Pricing Proposal**" and clearly marked "Suffolk County Sheriff's Department – Comprehensive Health Care Services RFR" with an original and two (2) copies.

Pricing Proposal forms are Attachments P and Q.

Suffolk County Sheriff's Department

Attn: Karen McDevitt, Contract Administrator
 20 Bradston Street
 Boston, MA 02118
 Tel: 617-635-1000 x2137

13.1. Required Documents

	Document
1	Pricing Proposal for each year of contract service according to the Form (Attachments P and Q)
2	An organizational chart depicting the corporate structure of the provider organization indicating parent and subsidiary relationship
3	The names and occupations of the members of the board of directors of the provider organization, parent organization and subsidiary organizations
4	The resumes of the individuals holding principal positions as identified in the provider organization chart
5	A copy of the most recent independent professional audit and accompany financial statements of the provider financial condition demonstrating that the provider is in sound financial condition and/or that appropriate corrective actions are being taken to address and resolve any identified financial problems
6	Employee benefit program for full and part-time employees, including health insurance, disability insurance, sick time benefits, vacation benefits and any other employee benefits offered by the Contractor
7	A list of all medical and mental health service contracts held within prisons, jails, detention facilities or other criminal justice authorities or other public-sector authorities, of the previous ten (10) years by the Contractor and any affiliates, subsidiaries, previous corporate names, and related parties and company acquired by the Contractor, including length of contract, reasons for termination and the name and telephone number of a contract person. The list of contracts must indicate whether the facilities are accredited by ACA and/or NCCHC.
8	A written transition and implementation plan and schedule demonstrating how full operation of the services will be achieved by Friday, March 24, 2023. Specific information is required in terms of staff retention and recruitment, staff orientation and training, purchase of equipment and supplies, subcontractor negotiations and arrangements for outside hospital emergency and inpatient care. The plan must indicate specific milestones by date.
9	The resumes for management staff including the HSA's, Medical Directors and Mental Health Director no later than June 1, 2023
10	Commonwealth Terms and Conditions Form
11	Request for Taxpayer Identification Number & Certification (Massachusetts Substitute W-9 Form)
12	Contractor Authorized Signatory Listing Form
13	Prompt Pay Discount Form (if proposed)
14	Business Reference Form
15	Original Response to RFR
16	Electronic Copy of RFR on Thumb Drive
17	Seven (7) Printed Copies of the Response to the RFR

14. PERFORMANCE MEASURES

14.1. Health Records Audit

The SCSD or designee must conduct a process performance audit of the services at each Facility. The audit consists of a record audit of each Facility's current health records. The audit consists of a record audit of each Facility's current health records. The audit instruments consist of various categories of medical, dental and mental health services, including but not limited to:

14.1.1. Medical Categories

- Receiving screening
- Health status/transfer
- Health assessment
- Allergy status
- Problem list
- Progress notes
- Practitioners orders
- Medication administration
- Medication administration records (MAR)
- Dental examination and care
- Chronic care
- Specialty consult process
- Restrictive Housing wellness checks
- Handling of non-emergent sick call requests
- Discharge planning and release medications
- SUD/ODU assessments
- Other essential elements of care as determined by the Contractor and/or SCSD

14.1.2. Mental Health Categories

- Intake/transfer
- Comprehensive evaluation and development of initial treatment plan
- Treatment plan revisions and compliance
- Progress notes and therapeutic group notes
- Timeliness of care
- Referrals and timeliness of follow-up
- SMI
- Psychotropic medication
- Outcome measures
- Mental health watch
- Suicide (1:1) watch

- Restrictive Housing services
- Discharge planning and release medication
- Individual and group therapy
- Other essential elements of care as determined by the SCSD

14.2. Performance Measures Criteria

The SCSD may develop a system of performance measures and indicators in order to evaluate the quality and efficiency of the provision of services under this Contract and to ensure that the Contractor and its subcontractors, if any, are accountable for the quality and timeliness of the services provided and are utilizing evidence-based clinical criteria/pathways and best practices for correctional health care. The Contractor and its subcontractors, if any, shall provide monthly aggregated statistical or other information regarding clinical outcomes and progress toward improvement to the SCSD, including but not limited to:

- Cardiac disease and hypertension
- Infectious disease (including HIV, HCV)
- Pulmonary disease (including TB and asthma)
- Diabetes
- Seizure disorders
- Self-injurious behavior
- Medication compliance
- Medication occurrences
- Access and timeliness of care
- Substance use disorder
- Opioid disorder
- Intake
- Medication verification and ordering

The criteria utilized to assess performance measures may be revised based on operational and clinical changes or as otherwise determined by the SCSD.

15. BEST AND FINAL OFFER

The award will be granted in one of two ways. The award may be made to the highest scoring Bidder. Alternatively, the highest scoring Bidder or Bidders may be requested to submit best and final offers. If the best and final offers are requested they will be evaluated against the requirements of the RFR. The Department shall make an Award of this Contract to a single Bidder during the Week of March 6, 2023. The Award will be based upon the Department's decision, using its discretion, as to which Responsive bid has the best value to the Department.

16. CONTRACT AWARD

After the deadline for submissions in accordance with Section 2, the Awarding Authority shall evaluate the Bids in order to determine the Bid most advantageous to the Awarding Authority. The Awarding Authority will award the Contract to the Bidder with the most advantageous Bid in the sole discretion and opinion of the Awarding Authority.

The Suffolk County Sheriff's Department intends to award a comprehensive health care (medical, mental health, and dental) Contract for one (1), two (2) year term beginning Sunday, June 11, 2023 and ending Sunday, June 29, 2025. SCSD intends to include in the contract options to extend the term of the Contract for two (2) additional 2-year terms. Contract options are at the sole discretion of SCSD.